

## GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: GMT027/24-25**

**TENDER FOR A HEALTH AND SAFETY AGENT FOR THE GEORGE MUNICIPALITY UNTIL 30 JUNE 2028, AS AND WHEN REQUIRED**

ENQUIRIES: MS L MOOIMAN  
YORK STREET  
GEORGE  
(044) 801 9353

ISSUED BY:  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

### SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

TOTAL FOR RATES (INCLUDING VAT)	R
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#### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: _____
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Locality Status and Point Claimed:	Locality: _____	Point Claimed: _____
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**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON MONDAY, 28 JULY 2025**

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## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**

### **TENDER NUMBER / NOMMER: GMT027/24-25**

Tenders are hereby invited for the **Appointment of a Health and Safety Agent for the George Municipality until 30 June 2028, as and when required.**

Tender word hiermee uitgenooi vir die **Aanstelling van 'n Gesondheids- en Veiligheidsagent vir die George Munisipaliteit tot en met 30 Junie 2028, soos en wanneer benodig.**

Completed tenders in a sealed envelope, clearly marked:

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender No. GMT027/24-25** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Monday, 28 July 2025**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

**Tender Nr. GMT027/24-25** moet voor **Maandag, 28 Julie 2025 om 12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

A compulsory clarification meeting with representatives of the Employer will be held on Thursday, 03 July 2025 at 10h00 via Microsoft Teams. Tenderers must register per e-mail at Mr Nico Zeelie with e-mail address [nzeelie@george.gov.za](mailto:nzeelie@george.gov.za) before 10:00 on Wednesday 02 July 2025 to receive an invite for the compulsory Information session. If tenderers do not register for attendance before 10:00 on Wednesday 02 July 2025 with Mr Nico Zeelie; tenderers will not be able to attend the compulsory Information session which will invalidate their tender.

'n Verpligte inligtingsvergadering met verteenwoordigers van die Werkgewer sal op Donderdag, 03 Julie 2025 om 10:00 gehou word via Microsoft Teams. Tenderaars moet teen 10:00 op Woensdag, 02 Julie 2025 per e-pos registreer by Mnr Nico Zeelie by e-pos adres: [nzeelie@george.gov.za](mailto:nzeelie@george.gov.za) om 'n uitnodiging na die verpligte inligtingsessie te ontvang. Indien tenderaars nie voor 10:00 op Woensdag, 02 Julie 2025 vir bywoning by Mnr Nico Zeelie geregistreer het nie; sal tenderaars nie die verpligte inligting sessie kan bywoon nie en sal u tender ongeldig wees.

**Non-attendance of the compulsory clarification meeting will disqualify your tender.**

**Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.**

Tender documents are available at a non-refundable deposit of R284.05 each from the Supply Chain Management Unit, Fifth Floor, Civic Centre, 71 York Street, George.

Tender dokumente is verkrygbaar teen 'n R284.05 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die Vyfde Vloer, Burgersentrum, Yorkstraat 71, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenderdokumente is gratis beskikbaar op die George Munisipaliteit se webwerf: [www.george.gov.za](http://www.george.gov.za)

Tenders will be evaluated and awarded as follows:

Tenders sal as volg ge-evalueer en toegeken word:

#### Stage 1: Functionality

Only tenders scoring a minimum of 50 out of 60 points in stage 1 will be further considered for evaluation in stage 2.

#### Fase 1: Funksionaliteit

Slegs tenderaars wat 'n minimum van 50 uit 60 punte behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

#### Stage 2: Price, B-BBEE Status and Specific Goals

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George

#### Fase 2: Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel

Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Ms. L Mooiman at (044) 801 9353.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**MR. G LOUW**  
**MUNICIPAL MANAGER**  
**GEORGE MUNICIPALITY**  
**GEORGE**  
**6530**

die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Me L Mooiman by (044) 801 9353.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**MNR. G LOUW**  
**MUNISIPALE BESTUURDER**  
**GEORGE MUNISIPALITEIT**  
**GEORGE**  
**6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A  
HEALTH AND SAFETY AGENT FOR THE GEORGE MUNICIPALITY  
UNTIL 30 JUNE 2028, AS AND WHEN REQUIRED**

BID NUMBER: GMT027/24-25

CLOSING DATE: 28 JULY 2025

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED  
AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

**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 open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF  
THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

**DETAILS OF TENDERER**

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the <b>Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of <b>Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

### **DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER GMT027/24-25: APPOINTMENT OF A HEALTH AND SAFETY AGENT FOR THE GEORGE MUNICIPALITY UNTIL 30 JUNE 2028, AS AND WHEN REQUIRED.**

2. Mr/Mrs/Ms

\_\_\_\_\_  
In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

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

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

### RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER GMT027/24-25: APPOINTMENT OF A HEALTH AND SAFETY AGENT FOR THE GEORGE MUNICIPALITY UNTIL 30 JUNE 2028, AS AND WHEN REQUIRED.**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_  
and

\_\_\_\_\_  
and

2. Mr/Mrs/Ms

\_\_\_\_\_  
In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

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Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE** \_\_\_\_\_

### **SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

***If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.***

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

## **SPECIAL CONDITIONS OF TENDER**

1. It will be required from all successful bidders to register on the Central Supplier Database (CSD).
2. Training: Assist with basic training of SMME in Health & Safety compliance and assist with induction training of labour on site.
3. The successful Professional Service Providers (PSPs) must establish a local office in George within 60 calendar days of the appointment date. Failure to do so will result in the termination of the work order and the issuance of new work orders to alternative providers until the required office has been established.
4. The successful Professional Service Providers (PSPs) MUST have a qualified person/s within the local George office.
5. The successful Professional Service Providers (PSPs) shall be restricted to managing a maximum of ten (10) active projects per qualified professional individual employed under the contract. This limitation is intended to ensure that each professional is able to dedicate adequate time, attention, and resources to each project, thereby maintaining the required standards of safety, quality, efficiency, and compliance.
6. The Municipality reserves the right to monitor the allocation of projects and may request evidence of capacity or staffing adjustments should there be any concern regarding performance, project delays, or quality of service. Non-compliance with this provision may lead to penalties, reassignment of projects, or termination of the contract.
7. The Municipality will appoint a panel comprising qualifying Professional Service Providers (PSPs). All rates will be aligned with those of the lowest recommended tenderer, subject to negotiation and consideration of relevant market-related rates.
8. Professional Service Providers (PSPs) are required to establish and maintain an excellent working relationship with the Department of Employment and Labour (DOEL) at all times. Failure to uphold a professional and cooperative relationship with DOEL may be deemed as non-performance and could result in the termination of the contract with the PSP.

### **9. WORK ORDER PROCESS FOR SERVICE PROVIDERS**

This process will come into effect once the Municipality has completed the project activation process with the appointed service providers. This is based on the current revision of the process (revision 1). The proposed process of obtaining an OHS Agent appointment, as aligned in Annexure "A".

## **TENDER SPECIFICATIONS**

### **1. BACKGROUND**

The George Municipality appoints various professional service providers (PSP's) and contractors on various municipal projects on an on-going basis. These contractors range from SMME contractors to large established contractors. George Municipality also has its own operational and maintenance teams that are responsible for operations and maintenance work in the George Municipal area (George, Uniondale, Haarlem, Wilderness, Victoria Bay and Herolds Bay). The PSP will be required to maintain his services throughout the Municipal area.

A breakdown of the tasks (Broadly defined as all work undertaken in the civil, electrical, mechanical, electronic and building environment) and more specifically broadly and generally defined in the key aspects below associated operational aspects with the contractors and municipal teams indicated below (Please note that this is not a definitive schedule of the works undertaken by these teams):

#### **Roads and Stormwater:**

- Repair of potholes and subsidence on roads;
- Construct concrete channels and associated works;
- Cleaning of catchpits;
- Opening of stormwater pipe blockages and associated works ;
- Construct gabions and associated works;
- Install kerbs and associated works;
- Construct stormwater manholes;
- Lay stormwater pipes and associated works;
- Stormwater structures and associated works;
- Rehabilitation/Maintenance/Surface of Municipal roads and associated works;
- The provision and maintenance of all road markings, signage and street furniture.

#### **Water Network:**

- Water pipe burst repair and surface reinstatement work;
- Replacement and/or upgrading of Municipal water network and associated works;
- Installation and/or construction of water meter/pumpstation chambers and associated works;
- Install new water connections and associated works;
- Replacement and/or upgrading of Municipal water network and associated works.

#### **Sewer network:**

- Install gulley's and associated works;
- Unblock sewer pipe blockages;
- Cleaning of pump station sumps and associated works;
- Service or repair sewer pump stations and associated works ;
- Electrical maintenance to pump stations and associated works;

- Replacement and/or upgrading of Municipal sewer network and associated works

**Housing & planning:**

- Implementation of various council developments, which can include structures and buildings.

**Electrical Network:**

- All work below is performed in the vicinity of live electrical equipment/conductors/cables.
- Extend, maintain and repair high, medium and low voltage overhead lines. This may involve working at heights (ladders or cherry pickers).
- Extend, maintain and repair high voltage, medium low voltage underground networks, including associated trenching.
- Maintain, repair, relocate and install distribution and power transformers in substations, public open spaces and private property. These include ground mounted transformers and transformers installed on poles.
- Extend, maintain and repair streetlight networks. This work involves working at height (ladders or cherry pickers). This work also includes the installation and repair of traffic signals, and the control system(s) associated therewith.
- Construction of Green energy projects and associated. Perform high voltage switching on electrical distribution network.
- Perform oil changes on transformers and switchgear.
- Cutting of trees and vegetation in vicinity of electrical infrastructure.
- Use of open flame torches for the repair of cables. (LPG cylinders).
- Performing maintenance and repairs on rotating machines (Pumpstations).
- Performing maintenance and repair work in hazardous areas. (Pumpstations, fumes, risk of disease and infection).

**Workshops (General)**

- Working with rotating machinery. (Lathes, Drill press, grinders etc.)
- Working with welding machines and open flame apparatus (welders, cutting torch etc.)
- Maintaining the municipal operational fleet of vehicles as required by the Municipality from time-to-time;
- Operating overhead cranes and gantries;
- Stacking of material and equipment;
- Storage and handling of hazardous or flammable materials. (Insulating oil etc.)

**Environmental**

- Use of various hazardous liquids and materials,
- The protection, removal and planting of various vegetation types in various areas and maintaining thereof.

**Capital Projects:**

- Small, medium and large capital projects for all municipal services.

In accordance with the Occupational Health and Safety Act 85 of 1993 (hereafter referred to as OHSA), Construction Regulations 2014 (hereafter referred to as CR), as well as any subsequent legislated update that may occur from time-to-time, the responsibilities and liabilities to ensure health and safety on Construction works – remain with the client and failure to comply is a criminal offence. These responsibilities can be delegated to the OHS Agents in terms of this contract, as a professional service provider, but ultimate responsibility still remains with the Client to monitor the work undertaken by the PSP.

The George Municipality strives to ensure that PSP's are appointed at the same time as the other project team members to ensure that safe design principles are enshrined into the project from the start and the design appointments are defined as early as possible in the project process.

The duties of the responsible parties to ensure safe working practices and safe designs are set out in the legislation and particular aspects of these are highlighted below.

According to CR 5(5), where a construction permit is required as contemplated in CR 3(1), the client must, without derogating from his or her health and safety responsibilities and liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by the CR upon a Client, apply as far as is reasonably practicable to the Agent so appointed.

CR 3(1) states:

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work will:

- (a) Exceed 365 days;
- (b) Will involve more than 3 600 person days of construction work; or
- (c) The works contract is of a value equal to or exceeding R50 000 000 or Construction Industry Development Board (CIDB) grading level 6.

According to CR 5(6), where notification of construction work is required, the client may, without derogating from his or her health and safety responsibilities and liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by the CR upon a Client, apply as far as is reasonably practicable to the Agent so appointed. Provided that, where the question arises as to whether an agent is necessary, the decision of an inspector is decisive.

CR 4(1) states:

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be

carried out notify the provincial director in writing in a form similar to Annexure 2 to CR if the intended construction work will:

- (a) Include excavation work;
- (b) Include working at height where there is a risk of falling;
- (c) Include the demolition of a structure; or
- (d) Include the use of explosives to perform construction work.

This tender will formalize the contract appointment of a service provider(s) to act as the Agent in terms of the Construction Regulations, 2014, published in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) for the George Municipality. The appointed service provider will, over a three- year period, monitor projects for safe design processes, develop specific safety specifications for the projects, monitor the projects against legislation and the project safety specifications and report on whether the Municipality's contractors and maintenance teams comply with the legislation and prescripts stated.

## **2. SCOPE OF WORK**

The scope of work of the PSP will in general cover the requirements of Construction Regulations 5 of the OHSA. More specifically it will entail the management of Health and Safety on a Construction and or maintenance Project for the client including the following:

- 2.1 Prepare a baseline risk assessment for the intended construction work project, as a specification to the tender document.
- 2.2 Upon appointment, ensure that the project development conforms to the required safe design principals. Prepare a suitable, sufficiently documented and coherent sites specific health and safety specification for the intended construction work based on the Baseline Risk Assessment and submit this to be included as part of the Project Specifications.
  - 2.2.1 Discuss the contents of the Health and Safety Specification with Consultant/Contractors and advise on the content of the Contractor's Health and Safety Plan.
  - 2.2.2 Evaluate, amend and update (as required) with the Contractor the contents of the Contractor's Health and Safety Plan.
  - 2.2.3 Approve the Contractor's Health and Safety Plan for implementation if satisfied with the contents thereof. This will also be done before the Contractor will be allowed to commence with the construction work.
- 2.3 Prepare a suitable, sufficiently documented and coherent project site specific health and safety specification for the intended

construction work based on the Baseline Risk Assessment and submit this to be included as part of the Project Specifications.

- 2.3.1 Discuss the contents of the Health and Safety Specification with Consultant/Contractors and ensure the content of the Contractor's Health and Safety Plan relates to this specification.
  - 2.3.2 Evaluate, amend and update (as required) with the Contractor the contents of the Contractor's Health and Safety Plan.
  - 2.3.3 Approve the Contractor's Health and Safety Plan for implementation if satisfied with the contents thereof. This will also be done before the Contractor will be allowed to commence with the construction work.
- 2.4 Ensure that contractors submitting applications for Construction work have made adequate provision for the Cost of Health and Safety Measures and notify the Client thereof.
- 2.5 Ensure that the Contractor has the necessary Competencies and Resources to carry out the Construction work safely and notify the Client thereof.
- 2.6 Ensure that Contractor opens, keeps and maintains on site a Health and Safety file, for the full duration of the project, which must:
  - 2.6.1 Include all documentation required in terms of the OHSA and Regulations.
  - 2.6.2 Must be made available on request to an Inspector, the Client, the Client's Agent or a Contractor.
- 2.7 Monitor the execution of the construction work to ensure that this is being done in accordance with the Contractor's approved Health and Safety Plan. Monitoring by the Agent will be carried out as required by the Client in terms of this Contract and the project requirements.
  - 2.7.1 Monitoring will consist of a site inspection and auditing of all registers and documents the Contractor/s is required to maintain as per the OHSA and Regulations. If it is found that any contractor is executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the Client's Health and Safety Specifications for the site, stop the construction activity and notify the Client as soon as reasonably practicable but no later than on the same day thereof.

2.7.2 Conduct periodic Health and Safety Audits and document verification at least once every 30 days and provide a copy of the Audit Report to the Contractor and Client within 7 days after the Audit. Report to include actions taken by the Agent and report on corrected measures taken by the contractor.

2.7.3 Ensure the close-out processes are completed in-line with legislated processes at project completion.

### **3. COMPETENCY OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) / AGENT**

A PSP/Agent must be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions.

The PSP/Agent are required to submit the following in the attached schedule:

- Proof of Registration with a statutory body approved by the Chief Inspector; Proof of competency in OHS.
- Any other requirements as statutory requirements in terms of the SACMPCM

**Any Bidder who fails to provide the above proof of registration will be disqualified and the Bid submitted will be considered non-responsive**

**4. FUNCTIONALITY SCORING: (STAGE 1)****Total Points awarded:****60**

**A TOTAL OF 50 POINTS MUST BE SCORED FOR PRE-QUALIFICATION TO BE FURTHER CONSIDERED FOR EVALUATION IN STAGE 2.**

The pre-qualification points will be calculated as follows:

**SPECIFIED PROJECT APPLICABLE EXPERTISE****30****Experience of firm to execute project 10**

The Firm's experience is hereby evaluated. This includes EPWP/LIC projects, municipal projects and other projects Tenderers are to complete **FORM 1 - SCHEDULE OF WORK CARRIED OUT BY TENDERER**. Tenderer must clearly indicate the type of project listed, in order to claim applicable points.

<b><i>EPWP/LIC Projects</i></b>	
<b><i>No of projects</i></b>	<b><i>Points allocated</i></b>
<b>4 and more projects</b>	<b>4</b>
<b>3 projects</b>	<b>3</b>
<b>2 projects</b>	<b>2</b>
<b>Less than 2 projects</b>	<b>0</b>

<b><i>Municipal projects</i></b>	
<b><i>No of projects</i></b>	<b><i>Points allocated</i></b>
<b>4 and more projects</b>	<b>4</b>
<b>3 projects</b>	<b>3</b>
<b>2 projects</b>	<b>2</b>
<b>Less than 2 projects</b>	<b>0</b>

<b><i>Other projects</i></b>	
<b><i>No of projects</i></b>	<b><i>Points allocated</i></b>
<b>4 and more projects</b>	<b>2</b>
<b>3 projects</b>	<b>1.5</b>
<b>2 projects</b>	<b>1</b>
<b>Less than 2 projects</b>	<b>0</b>

**Project experience of proposed team in this field****10**

The PSP's key personnel experience in projects relating to this discipline. Show specific experience within the municipal environmental as an agent/advisor as well as EPWP/LIC projects.

<b>Rating</b>	<b>No of years' experience</b>	<b>Points allocated</b>
Excellent	10 and more years	10
Good	5 and more years, but less than 10 years	6
Fair	2 and more years, but less than 5 years	4
Poor	Less than 2 years	0

***Firm's membership to a recognized SA Occupational Institute, approved by the Chief Inspector.***

**10**

*(Attach membership – this is compulsory requirement and tenderers who do not comply will be immediately disqualified and will not be considered further)*

<b>Firm's membership</b>	<b>Points allocated</b>
Recognized SA Occupational Institute	10
None	0

**TRACK RECORD****30**

*The PSP is hereby requested to provide a minimum of 3 contactable references, for OHS or similar projects. For the purposes of evaluation, the tender is required to provide reference information which must be legible and must contain information as indicated on Form 3 – Schedule of Work Carried out by Tenderer*

***Items to consider are the following:***

**Completion of assignments on time**

**6**

<b>Completion of assignments</b>	<b>Points allocated</b>
Evaluation and Audit Reports	3 / 0
Completion/ Close-out Reports	3 / 0

**Quality of above reports****6**

<b><i>Transparency</i></b>	<b><i>Points allocated</i></b>
Excellent	4
Good	3
Fair	2
Poor	0

**Completion of previous assignments within budget****4**

<b><i>Completion of previous assignments</i></b>	<b><i>Points allocated</i></b>
With no serious incidents	4
Serious health and safety incidents on site	0

**End Product****10**

Was work executed by the PSP in accordance with the Project Execution Statement and did the final product roll-out match the expectations that were created during the project initiation stage.

<b><i>End Product</i></b>	<b><i>Points allocated</i></b>
Exceed initial expectations	10
Met expectations	8
Slightly below	4
Did not meet expectations	0

**Transparency and openness on progress reporting****4**

Reporting, problem identification, recommendations, etc.

<b><i>Transparency</i></b>	<b><i>Points allocated</i></b>
Excellent	4
Good	3
Fair	2
Poor	0

**FORM 1 - SCHEDULE OF WORK CARRIED OUT BY TENDERER****Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar regarding type of work. In addition to any requirements, bidders must furnish particulars of:

- a) all services provided to an organ of state in the last ten years;
- b) any similar services provided to an organ of state in the last ten years;
- c) clearly indicate the type of project/s in the applicable column/s.

This information is material to the award of the Contract.

Project Name and Description	Value (R, VAT excluded)	Year(s) executed	Project Type		
			EPWP/LIC	Municipal	Other

## PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he/she proposes to employ on the project should his / her tender be accepted, both at his / her headquarters and on the site, to direct and for the execution of the work, together with their qualifications, experience and positions held.

DESIGNATION	NAME OF NOMINEE	SUMMARY OF	
		QUALIFICATI ONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION
Headquarters Partner / director			
Health and Safety Consultants (Primary staff member)			
Health and Safety Consultants no 1 (additional professional staff)			
Health and Safety Consultants no 2 (additional professional staff)			
Health and Safety Consultants no 3 (additional professional staff)			
Other key staff (give designation)			

### FORM 3 - SCHEDULE OF WORK CARRIED OUT BY TENDERER

#### NOMINATED REFERENCES no 1

<b>Project for this tender:</b>	
<b>Referee name:</b>	
<b>Postal address</b>	
<b>Contact number of referees:</b>	
<b>Email address:</b>	
<b>Project Name:</b>	
<b>Project Description:</b>	
<b>Project Completion date:</b>	
<b>Project duration:</b>	
<b>Final Project Cost:</b>	

## NOMINATED REFERENCES no 2

<b>Project for this tender:</b>	
<b>Referee name:</b>	
<b>Postal address</b>	
<b>Contact number of referees:</b>	
<b>Email address:</b>	
<b>Project Name:</b>	
<b>Project Description:</b>	
<b>Project Completion date:</b>	
<b>Project duration:</b>	
<b>Final Project Cost:</b>	

### NOMINATED REFERENCES no 3

<b>Project for this tender:</b>	
<b>Referee name:</b>	
<b>Postal address</b>	
<b>Contact number of referees:</b>	
<b>Email address:</b>	
<b>Project Name:</b>	
<b>Project Description:</b>	
<b>Project Completion date:</b>	
<b>Project duration:</b>	
<b>Final Project Cost:</b>	

### 5. TENDER EVALUATION: PRICE, B-BBEE AND SPECIFIC GOALS (STAGE 2)

Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE and Specific Goals.

## **PRICING SCHEDULE**

The budget which is proposed below must be based on the following assumptions:

- An appointment period of three (3) years, prices to be escalated yearly in accordance with CPA (CPI based on the month before the tender closes).
- Although legislation calls for a competent contractor for medium to large projects, it can be expected that for smaller and operational/ maintenance aspects this might not always be the case due to inexperience. Therefore the “Principal” Contractor could appear to lack a clear understanding of their responsibilities under the Occupational Health and Safety Act (OHS Act), which may compromise the quality and compliance of the Health and Safety Plan. To address this, provision should be made to support and guide these SMME contractors in developing a compliant and practical health and safety plan, including basic training on their legal duties and responsibilities. Additionally, allowances should be made for the induction and basic health and safety training of all workers on site to ensure awareness of site-specific risks, safety procedures, and emergency protocols, thereby promoting a safer work environment and ensuring regulatory compliance.
- Please note: SCM unit will control the distribution of work between the panel of PSP’s on a rotational basis, as far as possible. As such the next panel member will be required to supply a signed quotation based on the specific project detail and the rates tendered and agreed.
- A formal order must be issued and accepted prior to the commencement of any work.
- Invoices must be submitted on a monthly basis, accurately reflecting the work completed up to the end of each calendar month.
- All invoices must reference the corresponding purchase order, be correctly dated, and submitted at least five (5) working days before month-end. Timely and accurate invoicing, aligned with the formal order process, is essential to ensure prompt review, approval, and payment. Failure to comply with these requirements may result in delayed payments.

- Invoices must be submitted on a monthly basis, accurately reflecting the work completed up to the end of each calendar month

**The table below is provided for evaluation purposes only and does not necessarily reflect actual values or outcomes. However, the rates tendered will be considered fully inclusive and will be used for the appointment process. The pricing schedule outlined below is based on an initial ten (10) month project duration and will be applied during the evaluation of the initial tender submissions only.**

No	Item	Unit	Quantity	Rate	Price
1	Prepare Health and Safety baseline risk assessment specific to the project site. Compile site/project specific H&S specification to be provided to the designer and contractor and to be included in the tender document(s). CR5(1)(a)(b)(c)(f)	Sum per Document	1		R
2	Baseline risk assessment (Conduct Department Specific Risk Assessments).	Sum per Assessment	1		R
3	Liaise with designer(s) to advice on design and documentation and ensure that the designer(s) carries out all duties and prescribed in regulation 6 of Construction Regulations 2014, or any subsequent update,; and compile report in confirmation of such. CR5(1)(d-e)	Sum per Process	1		R
4	Assist during tender evaluation to ensure that the Principle Contractors submitting tenders have made provision for H&S measures and has the necessary competency to carry out work safely. CR5(1)(g-h)	Sum per Evaluation	1		R
5	Ensure that the Principle Contractor is in Good Standing with the Compensation Commissioner. Discuss and negotiate with the Principle contractor the content of the HS plans and finally approve the HS Plans for implementation. CR5(1)(j-l)	Sum per Approval	1		R
	<b>Page 1 subtotal (carrier forward)</b>				

	<b>Page 1 subtotal (carrier over)</b>				
6	Compile, manage and ensure mandatory Agreement between the Client and the principal contractor as per CR5(1)(k) and OHS Act 37(2) is signed and in place.	Sum per Principal Contractor	1		R
7	Conduct application to Construction Work Permit (where required) for each site. CR5(5)	Sum per Application	1		R
8	Ensure OHS compliance of project in terms of the applicable legislation for the duration of the project.	Per month	10		R
9	Attend ad-hoc site meeting and any other meeting as instructed by the Employer	Per meeting	2		R
10	Conduct monthly health and safety audit and document verification of principal contractor's health and safety file and site activities. CR5(1)(o), (p)	Per Inspection and Report	10		R
11	Compile the H&S Close-out Report for each project CR7(E) at close-out phase: review, discuss and approve contractor's consolidated Health and Safety file. (Close out to be conducted after works completion has been issued).	Per Inspection and Report	1		R
12	Hourly rate for any additional work requested by the <i>Employer</i> that is not covered by the above, unless otherwise decided by the <i>Employer</i> .	Per hour	10		R
TOTAL FOR RATES AMOUNT AS PER SCHEDULE					R
15% VAT					R
<b>TOTAL FOR RATES (VAT INCLUDED)</b>					<b>R</b>

**Please note:** Is compulsory to provide a rate for each item listed in the pricing schedule — across all lines and columns. The completeness of your pricing submission is a critical requirement for compliance.

Failure to provide rates for each and every item will be regarded as non-compliance with the tender conditions and will result in your tender being disqualified from further evaluation. No exceptions will be made, and partial submissions will not be considered, regardless of the quality or competitiveness of other aspects of the bid.

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

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Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

---

 Date

---

 Signature of Tenderer

## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

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

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

Name: **MR JF KOEGELENBERG**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: CIVIL ENGINEERING SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

MBD 1

**TAX COMPLIANCE INFORMATION****PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

**MBD 4****DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
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 the 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 / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member: .....	
	Name of state institution at which you or the person connected to the bidder is employed: .....	
	Position occupied in the state institution: .....	
	Any other particulars: .....	

3.9	Have you been in the service of the state for the past twelve months?	<b>YES / NO</b>
3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
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?	<b>YES / NO</b>
3.10.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
3.11.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.12.1	If yes, furnish the following particulars:	

	<p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
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?	<b>YES / NO</b>
3.14.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) BBBEE; and
- (c) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>BBBEE</b>	10
<b>SPECIFIC GOALS</b>	10
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a

tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10}
 \end{array}$$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route	6	3

District Municipality		
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

**Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.**

**George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.**

**The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)**

**The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).**

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

## **5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

**5.1. Contribution to BBEE: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

**5.2. Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

**SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
4.5.1	If so, furnish particulars:		

### CERTIFICATION

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  - 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
    - a. take all reasonable steps to prevent such abuse;
    - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
    - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD 9**

## **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:

**GEORGE MUNICIPALITY**

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

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

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

**MBD9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

**Tender Number:** GMT027/24-25

**Name of the Bidder:** \_\_\_\_\_

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION **MUST** STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

## **General Conditions of Contract**

### **1. Definitions:**

1. The following terms shall be interpreted as indicated:

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

inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application:

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

## 3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## 4. Standards:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

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

7. Performance security:

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.

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

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship

(except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
  - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts:

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages

## SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract for this Contract will be the Construction Industry Development Board's (CIDB's) Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), which can be found on the following website:

[https://www.cidb.org.za/wp-content/uploads/2021/03/1014\\_Standard\\_Professional\\_Services\\_Contract\\_July2009.pdf](https://www.cidb.org.za/wp-content/uploads/2021/03/1014_Standard_Professional_Services_Contract_July2009.pdf)

**The Professional Service Provider's (PSP's) attention is drawn to clauses 3.12.1 and 3.12.2, and the penalties applicable therein.**

### **Clause 3.12.3 – Penalties Applicable to the OHS Agent**

In addition to Clause 3.12.1, the following penalties shall apply to the OHS Agent:

1. **Non-Compliance with OHS Laws:**  
R5,000 per breach of applicable health and safety laws, capped at R100,000 per annum.
2. **Late Submissions/reporting:**  
R500 per calendar day for failure to submit reports, audits, or assessments by agreed deadlines.
3. **Incident Reporting Failure:**  
R2,000 per occurrence for not reporting notifiable incidents or near-misses within 24 hours.
4. **Unqualified Personnel:**  
A penalty of R10,000 per occurrence shall apply where the Service Provider assigns or engages any personnel who do not possess the required qualifications, certifications, or prior written approval from the Employer, as stipulated under Clauses 5.5 and 7.1 of this Contract, or assigns any qualified professional individual to more than ten (10) active projects simultaneously under this Contract.
5. **Repeat Offences:**  
Upon a third breach within a six-month period, a penalty of R20,000 shall apply. The Municipality may, at its discretion, terminate the Service Provider's contract under Clause 8.4.1(c).
6. **Failure to Act on Safety Findings:**  
R1,000 per day for failure to ensure corrective actions compliance within 14 days of written instruction.

These penalties are VAT exclusive, cumulative and deductible from amounts due to the Service Provider. Imposing them does not limit the Employer's rights under other provisions of the Contract.

## **Annexure A**

### **PRELIMINARY WORK ORDER PROCESS FOR SERVICE PROVIDERS**

This process will come into effect once the Municipality has completed the project activation process with the appointed service providers. This is based on the current revision of the process (revision 1) where the Municipality have added an expected project value, to raise the potential issuing of a Work Permit being required for the project, as well as adding the Department Head name should any issue be encountered with the Project Leader. The proposed process of obtaining an OHS Agent appointment will work as follows for GMT027/ 24-25.

- 1) The relevant Municipal Project Manager to contact Mr Hein Diemont (George Municipality: Senior Supply Chain Practitioner: Contracts) by email for a Work Package Number and give a project description for his records to differentiate the Work Packages.
- 2) Mr Diemont will supply the Work Package Number and indicate which OHS Agent will be used from the panel. The appointments will be split in the order that the requests are received.
- 3) The Work Package Number will added to the Work Instruction Request together with a tick in the appropriate OHS Agent/Service Provider check box, alternatively the line can be omitted of the other supplier(s) as appropriate. Please DO NOT differ from the instruction that Mr Diemont has issued.
- 4) The Municipal Project Manager to complete first page of Work Instruction Request Form fully. Please ensure that the Project Description describes the full extent of works to guide the OHS Agent/Service Provider in terms of his expectations in terms of his involvement in the OHS requirements for the project.
- 5) The completed form to be sent electronically to the appropriate Service Provider and copied to Mr Diemont for record purposes
- 6) The OHS Agent to complete the Work Instruction Request Form and copy onto the Service Providers letterhead for submission to the Municipality.
- 7) Fully completed form to be submitted within seven (7) days to the relevant municipal project manager with a copy to Mr Hein Diemont [Hdiemont@george.gov.za](mailto:Hdiemont@george.gov.za) for record purposes.
- 8) The Municipal Project Manager to ensure alignment of Quotation to requirements and to tendered amounts before submitting the request for an Order Number.
- 9) The Municipal Project Manager to request required Order Number from Finance.
- 10) Order Number is supplied to OHS Agent and copied to Mr Diemont to activate the Work Instruction.

- 11) The Municipal Project Manager will be responsible for the monthly Performance Evaluations of the OHS Agent per Work Instruction by the 5<sup>th</sup> of the following month.
- 12) Please note that these Order Numbers are tied to a Municipal Financial Year and are tied to the work expected to be undertaken in that financial year.

Please report any issues to Manager: Contracts or to the Manager: Projects for any required amendments or action. All firms are to establish offices in George within sixty (60) days and will be available to meet the project team based on the projects processed in the method above as soon as the Service Provider appointments have been finalised.

**SAMPLE:**

**WORK INSTRUCTION REQUEST**

**GMT027 24-25: APPOINTMENT OF A HEALTH AND SAFETY AGENT FOR THE  
GEORGE MUNICIPALITY, FROM DATE OF APPOINTMENT FOR THE PERIOD OF  
THREE (3) YEARS AS AND WHEN REQUIRED**

**WORK INSTRUCTION REQUEST**

**(PLEASE NOTE THAT THIS WORK INSTRUCTION REQUEST IS FOR THE 20XX/XX  
FINANCIAL YEAR)**

**SCM Supplied Work package No.:** .....

(Contact Hein Diemont – 044 801 9139 for number)

**Date:** .....

**Project Name:** .....

**Project Scope of work requiring OHS Agent involvement:**

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

**Estimated Construction value for Tender:** R..... million

**Municipal Department Head:** .....

**Municipal Project Leader:** .....

**Contact No.:** .....

**Email address:** .....

**Consultant Name:** .....

**Appointed under T/ING/XXX/XXXX: Project No.:** ..... **WP No.:** .....

**Project Leader:** .....

**Contact No.:** .....

**Email address:** .....

Tick applicable box

**Service Provider One**☐**Service Provider Two**☐**Service Provider Three...etc.**

OHS Agent Key Person: .....

Qualification: .....

Contact No.: .....

Email address: .....

Estimated Full Project Duration: ..... months

For the 20XX/XX Financial Year:

Estimated Pre-construction Project Duration: ..... months

Estimated Construction Project Duration: ..... months

Priced Quotation per current financial year below:

No	Item	Unit	No.	Price	Amount
1	Prepare Health and Safety baseline risk assessment specific to the project site. Compile site/project specific H&S specification to be provided to the designer and contractor and to be included in the tender document(s). CR5(1)(a)(b)(c)(f)	Sum per Document		R X XXX	
2	Baseline risk assessment (Conduct Department Specific Risk Assessments).	Sum per Assessment		R X XXX	
3	Liaise with designer(s) to advice on design and documentation and ensure that the designer(s) carries out all duties and prescribed in regulation 6 of Construction Regulations 2014; and compile report in confirmation of such. CR5(1)(d-e)	Sum per Process		R X XXX	
4	Assist during tender evaluation to ensure that the Principle Contractors submitting tenders	Sum per Evaluation		R X XXX	

	have made provision for H&S measures and has the necessary competency to carry out work safely. CR5(1)(g-h)				
5	Ensure that the Principle Contractor is in Good Standing with the Compensation Commissioner. Discuss and negotiate with the Principle contractor the content of the HS plans and finally approve the HS Plans for implementation. CR5(1)(j-l)	Sum per Approval		R X XXX	
6	Compile, manage and ensure mandatory Agreement between the Client and the principal contractor as per CR5(1)(k) and OHS Act 37(2) is signed and in place.	Sum per Principal Contractor		R X XXX	
7	Conduct application to Construction Work Permit (where required) for each site. CR5(5)	Sum per Application		R XX XXX	
8	Attend site meeting and any other meeting as instructed on an ad-hoc basis by the Employer	Per meeting		R X XXX	
9	Conduct monthly health and safety audit and document verification of principal contractor's health and safety file and site activities. CR5(1)(o), (p)	Per Inspection and Report		R X XXX	
10	Compile the H&S Close-out Report for each project CR7(E) at close-out phase: review, discuss and approve contractor's consolidated Health and Safety file. (Close out to be conducted after works completion has been issued).	Per Inspection and Report		R X XXX	
11	Hourly rate for any additional work requested by the <i>Employer</i> that is not covered by the above, unless otherwise decided by the <i>Employer</i> .	Per hour		R X XXX	
TOTAL WORK INSTRUCTION AMOUNT					
15% VAT					
<b>TOTAL WORK INSTRUCTION AMOUNT (INCLUSIVE OF VAT)</b>					

Name: .....

For: .....

Signature: .....

Date: .....

**Note: The pricing schedule will be aligned to the final pricing schedule adopted in the Tender Document and is just for illustration purposes at present.**