

**BID NUMBER: HDA/LIM/2023/015**

**THE APPOINTMENT OF AN ACCREDITED ASBESTOS  
INSPECTION AUTHORITY (AIA) TO UNDERTAKE  
ASSESSMENT & CONSTRUCTION MONITORING FOR  
ASBESTOS REMOVAL IN SESHEGO TOWNSHIP WITHIN  
POLOKWANE LOCAL MUNICIPALITY IN LIMPOPO  
PROVINCE**

<b>CLOSING DATE</b>	11 August 2023
<b>CLOSING TIME</b>	11:00
<b>Compulsory briefing session</b>	NO
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	THE HOUSING DEVELOPMENT AGENCY Reception Area 04 Kikuyu Road Sunninghill 2157
<b>BIDDER NAME</b>	
<b>BID RETURN ADDRESS</b>	THE HOUSING DEVELOPMENT AGENCY 04 Kikuyu Road Sunninghill 2157

## **Disclaimer**

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by the HDA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by the Housing Development Agency or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither the HDA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by the HDA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of the HDA or consultant to the HDA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the HDA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders,

Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality contracts/undertakings (in such form as the HDA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of the HDA and must be delivered to the HDA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than the HDA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of the HDA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

The HDA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that the HDA reserves the right to:

- Modify the RFP's goods / service(s) / works and request Bidders to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any bidder;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a bidder to provide additional documents which the HDA may require which have not been submitted to The HDA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if it so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- The HDA may split the award of the contract between more than one Service Provider should it be more advantageous in terms of, amongst others, cost or development considerations;

- Make no award at all;
- Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to the HDA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and the HDA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

Should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect, the HDA reserves the right to cancel the contract and/or place the Bidder on the HDA's list of Restricted Suppliers.

The HDA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, the HDA will cancel the bid.

The HDA reserves the right to negotiations Best and Final Offer (BAFO) with selected Bidders where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, the HDA reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

The HDA will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.



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## **1 LIST OF ANNEXURES**

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Pricing Schedule	Annexure 2
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Asbestos Abatement Regulations 2020 (AARs)	Annexure A
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## 2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industry Development Board
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
The HDA	The Housing Development Agency
RFP	Request for Proposal
SANAS	South African National Accreditation System

### **3 INTERPRETATION**

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by the HDA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

## 4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 5.1 “Accounting Authority” means the Board of the HDA;
- 5.2 “Contract” means the Contract to be entered between the HDA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory or non-compulsory briefing session to be held at the offices of the HDA or at a venue that will be arranged by the HDA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured, and Indian South African citizens, and “Black Person” means any such citizen ;
- 5.8 “Black Woman” means African, Coloured, and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the HDA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with the HDA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids
- 5.15 “Project” means this project for the appointment of an Accredited Asbestos Inspection Authority (AIA) to Undertake Assessment & Construction Monitoring for Asbestos Removal in Seshego Township within Polokwane Local Municipality in Limpopo Province.**
- 5.16 “RFP” means the Request for Proposals issued by the HDA for this tender; and
- 5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

**SECTION 1**  
**NOTICE TO BIDDERS**

**1 INVITATION TO BID**

You are hereby invited to submit a bid to meet the requirements of the Housing Development Agency. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

<b>BID DESCRIPTION</b>	The appointment of an Accredited Asbestos Inspection Authority (AIA) to Undertake Assessment & Construction Monitoring for Asbestos Removal in Seshego Township within Polokwane Local Municipality in Limpopo Province.
<b>BID ADVERT</b>	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or the HDA website at <a href="http://www.thehda.co.za/procurement/currenttenders">www.thehda.co.za/procurement/currenttenders</a> free of charge. With effect from 19 July 2023
<b>ISSUE DATE</b>	<b>19 July 2023</b>
<b>COMPULSORY BRIEFING SESSION</b>	No
<b>CLOSING DATE</b>	<b>11H00am on 11 August 2023</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>120 Business Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	01 August 2023
<b>CLOSING DATE FOR RESPONSES</b>	04 August 2023
<b>CONTACT PERSON</b>	Mxolisi Zondo

Any additional information or clarification will be emailed to all Bidders, if necessary.

## 2. PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses must be submitted to the HDA in a sealed envelope/package addressed as follows:

**Attention: SCM Office**

RFP No:	HDA/LIM/2023/015
Description of Bid	The appointment of an Accredited Asbestos Inspection Authority (AIA) to Undertake Assessment & Construction Monitoring for Asbestos Removal in Seshego Township within Polokwane Local Municipality in Limpopo Province.
Closing date and time:	11 August 2023 at 11h00
Closing address	Housing Development Agency Head Office, 4 Kikuyu Road, Sunninghill

## 3. DELIVERY INSTRUCTION FOR RFP

### Delivery of Bid

The Bid envelopes/packages must be deposited in the HDA tender box which is located at the HDA and must be addressed as follows:

The Housing Development Agency  
4 Kikuyu Road  
Sunninghill

## 4. SPECIFIC GOALS

As explained in more detail in the attached SBD 6.1 (Specific Goals Preference Points Claim Form) and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Bidders are to note that the HDA will award “Specific Goals points” to companies who provide valid proof of their status as requested in the bid document.

### 4.2. SPECIFIC GOALS FOR JOINT VENTURES OR CONSORTIUMS

Bidders who would wish to respond to this RFP as a Joint Venture [JV] or consortium, must state their intention to do so in their RFP submission. Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party.

Bidders are to note the requirements for specific goals compliance of JVs or consortiums as required by SBD 6.1 [the specific goals Preference Point Claim Form] and submit it together with proof of their consolidated specific goals as stipulated in the Claim Form in order to obtain preference points.

## **5. COMMUNICATION**

For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. Queries should be submitted to [Mxolisi.Zondo@thehda.co.za](mailto:Mxolisi.Zondo@thehda.co.za) before **16h30pm on 01 August 2023**

5.2. In the interest of fairness and transparency the HDA's response to such a query will be made available to the Bidders on the National Treasury E-Tender portal and the HDA's Website.

5.3. After the closing date of the RFP, a Bidder may only communicate in writing with the SCM Official, at [Mxolisi.Zondo@thehda.co.za](mailto:Mxolisi.Zondo@thehda.co.za) on any matter relating to its RFP Proposal.

5.4. Bidders are to note that changes to its submission will not be considered after the closing date.

5.5. Bidders are warned that a response will be liable for disqualification should any attempt be made by a Bidder either directly or indirectly to canvass any officer(s) or employee of the HDA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Bidders found to be in collusion with one another will automatically be disqualified and restricted from doing business with the HDA in future.

## **6. CONFIDENTIALITY**

6.2. The HDA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Bidder / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to the HDA's business, written approval to divulge such information must be obtained from the HDA.

6.3. Bidders must clearly indicate whether any information submitted or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing, the HDA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

## 7. INSTRUCTIONS FOR COMPLETING THE RFP

7.2. All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and specific goals response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. the HDA may disqualify Bidders who fail to adhere to this requirement.

7.3. Bidders are required to package their response/Bid as follows to avoid disqualification:

### **Volume 1 (Envelop 1/Package 1)**

- **Part A:** Compliance Response
- **Part B:** Technical or Functional Response (response to scope of work)

### **Volume 2 (Envelop 2/ Package 2)**

- **Part C:** Financial Proposal and specific goals (SBD6.1)

**Volume 2** Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, **NO PRICING AND PRICING RELATED INFORMATION SHOULD BE INCLUDED IN THE VOLUME 1 ENVELOP 1.**

- 7.4. Bidders must submit 1 original response, and electronic version which must be contained in USB clearly marked in the Bidders name.
- 7.5. Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 7.6. Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 7.7. Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 7.8. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- 7.9. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory



represents, considers themselves subject to and bound by the terms and conditions of this RFP.

- 7.10. The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 7.11. Responses to RFP must provide sufficient information and detail in order to enable the HDA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of the HDA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 7.12. Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by the HDA. All pages must be consecutively numbered.
- 7.13. Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 7.14. Response to RFP documents are to be submitted to the address specified in paragraph 5 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as the HDA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 7.15. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

## 8. LEGAL COMPLIANCE

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified the Bidder. The HDA reserves the right to call a Bidder to provide additional documents which the HDA may require from a Bidder which have not been submitted to the HDA.

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 9. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Bidders are required to provide the following to the HDA in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

## 10. TAX COMPLIANCE

Bidders must be compliant when submitting a proposal to the HDA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order

The Tax Compliance status requirements are also applicable to foreign Bidders/ individuals who wish to submit bids.

Bidders are required to be registered on the CSD as indicated in paragraph 11 and the National Treasury shall verify the Bidder's tax compliance status through the CSD.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

**For this purpose, the attached SBD 1 must be completed and submitted as an essential returnable document by the closing date and time of the bid.**

#### New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Bidders are required to provide the following to the HDA in order to enable it to verify their tax compliance status:

**Tax Compliance Status (TCS) Pin:**\_\_\_\_\_

## **11. PROTECTION OF PERSONAL DATA**

In responding to this bid, the HDA acknowledges that it may obtain and have access to personal data of the Bidders. the HDA agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, the HDA will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, the HDA requires Bidders to process any personal information disclosed by the HDA in the bidding process in the same manner.

## SECTION 2

### BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

#### 1. INTRODUCTION

The Housing Development Agency (HDA) is a national public development agency established by an Act of Parliament (Act 23 of 2008). The HDA promotes sustainable integrated communities by making well-located land and buildings available for the development of housing and human settlements. As an organ of state, the HDA is accountable through its board to the Minister of Human Settlements. Visit [www.thehda.co.za](http://www.thehda.co.za) for more information.

In Limpopo, the HDA has signed an implementation protocol (IP) with the Department of Cooperative Governance, Human Settlements and Traditional Affairs (CoGHSTA) to support the implementation of activities relating to housing delivery. In terms of the signed IP, the department has appointed the HDA to perform the following functions amongst others;

- To act as its agent and representative to acquire, hold and prepare land required for housing and human settlements development
- To provide project management services as may be mandated from time to time
- Support the province wide programme for upgrading of informal settlements

Within the framework of the signed IP, the HDA is supporting the department as the implementation agent in the Disaster Housing Programme in the Seshego area of the Polokwane Local municipality among others. The HDA seeks to engage the services of a qualified, experienced fully capacitated and multi-skilled professional service provider to undertake a detailed Asbestos Inspection Authority (AIA) and Construction Monitoring of the Asbestos Removal project in the Seshego Township of the Limpopo province as per the regulations. The service provider is expected to go on site to all individual households, undertake air quality monitoring as well as all aspect related to the removal of Asbestos in the Limpopo province as guided by the Asbestos Abatement Regulations on all the affected 1500 houses earmarked for Asbestos Roofing replacement in the Seshego Area.

#### 2. OBJECTIVE OF THE ASSIGNMENT

The replacement of Asbestos roofing project forms the basis for the Emergency Housing Programme in Limpopo.

The main objective of this Emergency Housing programme is to provide temporary housing relief to people in urban and rural areas who find themselves in emergency situations, such as when:

- Their existing shelters have been destroyed or damaged.
- Their prevailing situation poses an immediate threat to their lives, health, and safety, and
- They have been evicted or face the threat of eviction.

Asbestos exposure has been proven to cause serious illnesses that can be fatal if left untreated. Lung cancer, mesothelioma, and asbestosis are just some of the major health impacts associated with exposure to this mineral.

The Limpopo Department of Cooperative Governance, Human Settlements and Traditional Affairs - CoGHSTA identified this threat to the citizens of the province and engaged HDA as an entity of Human Settlements to assist in undertaking assessments, diagnosis up to implementation of the Asbestos roofing programme.

The objective of the consultancy is to provide **Approved Inspection Authority (AIA)** services and duties as required in terms of the Asbestos Abatement Regulations (AARs) in the Polokwane local municipality where Asbestos Roofing Replacement is undertaken.

The AIA duties will be conducted during the construction phase of the project as stipulated in the Asbestos Abatement Regulations (AARs) on the houses that were damaged by disaster within the Seshego area in Polokwane. HDA had appointed a PRT that is responsible for conditional assessments who have already completed the AIA services relating to the approval of the Asbestos Work Plan by Labour.

This appointment will include the implementation of this approved AWP and monitoring the appointed contractors during the construction phase.

## 2. LOCATION OF THE SITE

The sites are located within the various wards (Ward 12, 13, 17 and 37) of the Seshego settlement in the Polokwane LM in Limpopo Province.

Seshego town is located within Limpopo. It directly lies northwest of Polokwane central business district within Capricorn District Municipality. Most of the residents of this town work in Polokwane central business district.



Figure 1 – affected wards earmarked for replacement of Asbestos roofing in Seshego

## 3 SCOPE OF WORK

The Scope of works for the project covers work and control measures associated with the identification, encapsulation, stripping/removal, maintenance/repairs, clean-up and safe disposal of asbestos and associated waste at the identified wards in Seshego located within Polokwane Local Municipality.

The HDA seeks appointment of a professionally registered Asbestos Inspection Authority (AIA) to monitor the work and manage the appointed Asbestos Certified Contractors in the execution of the project.

The scope also covers supervision, sampling and monitoring procedures required all in accordance with the Occupational Health and Safety Act, (Act 85 of 1993), and Asbestos Abatement Regulations 2020.

Other roles and responsibilities are outlined in the Approved Asbestos Work Plan (AAWP) to be read in conjunction with the scope below.

The detailed scope is summarized below.

### 3.1 Project Detailed Scope

The role and duties of the **Asbestos Inspection Authority (AIA)** is stipulated in the Asbestos Abatement Regulations (AARs) and include among others the following:

- Development of the Asbestos Work Plan (AWP), this phase of the project is achieved and the appointed PRT will be handed over the approved work plan.

- Conduct air monitoring during asbestos removal work.
- The AARs require that prior to undertaking any asbestos work, the Approved Asbestos Inspection Authority must conduct background air monitoring.
- During the asbestos removal work, the Approved Asbestos Inspection Authority is required to conduct employee air monitoring to determine employee exposure to asbestos fibres.
- Asbestos clearance air monitoring is also required at the end of the asbestos removal work, to determine if there are no asbestos fibres remaining in the air and if the asbestos contractor has removed all asbestos waste and debris.
- The AARs require that the Approved Asbestos Inspection Authority must issue a legal report of its work and air monitoring, as well as a legal clearance certificate(s).
- Provide occupational hygiene inspections for the project work and demonstrate the necessary knowledge, skills, competencies, and capabilities associated with supervision and air monitoring for asbestos work and which is required by the AARs.
- Occupation Hygiene Specialist will also monitor the asbestos contractor to ensure compliance with the workplan and safety procedures during construction.
- Provide a full time Occupational Hygiene specialist during construction, to inspect each house (755 houses in total) and ensure each house is asbestos free before occupancy is issued.
- Carry out all the background sampling and weekly personal sampling and issue reports on the air quality on a regular basis during construction.
- Provide any clarity on the services of and the legal requirements of the AARs in the execution of the works.
- Occupation Hygiene Specialist will also monitor the appointed asbestos contractors to avoid asbestos fibers entering the atmosphere.
- The Approved Inspection Authority for Asbestos type 3 work will stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated in line with the regulations.

The scope of the work includes “**type 3 asbestos work**” –

- The removal, repair or encapsulation of any asbestos and asbestos-containing material; and
- Requires registration as a type 3 registered asbestos contractor with the Chief Inspector.

### 3.2 Project Area

The project is confined within the following areas.

- Various Ward of Seshego – 755 Asbestos roofed houses/units

The assessment conducted is for 755 houses and contractors are appointed for these 755 houses/units.

## 4. DELIVERABLES & OUTPUTS

- Approved Work Plan
- Air Monitoring reports (airborne Asbestos dust and sampling)
- Final Inspections and Clearance reports
- Certificate of Safe Disposal from RAC
- Health and Safety reports
- Updates to the Asbestos Risk Plan
- Employee and labour awareness training including records of training
- Medical examinations and records
- Issuing of Asbestos Clearance Certificates
- Clearance Sampling reports – environmental Air Sampling
- Any other deliverables as required in terms of the AARs.
- Weekly, Monthly reports as and when required by the client.

## 5. DURATION

The duration of the project is linked to the duration of the appointed Registered Asbestos Contractors appointed in the execution of the works.

The duration of the projects will be **eight months (8 months)** subject to the completion of the project.

## 6. PROJECT TEAM

The HDA intends to appoint a qualified and experienced consultant, knowledgeable with **Approved Inspection Authority (AIA)**. The successful bidder must be registered with the Department of Employment & Labour as an Occupational Health & Hygiene Approved Inspection Authority.

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## 1 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated and adjudicated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

### 1.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committee will be conducted at various stages.

The following stages will be applied in the evaluation:

STAGE	DESCRIPTION
Admin compliance (Stage 1)	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with.  The Bids are checked to verify that the essential RFP requirements have been met. Incomplete and Non-compliant Bids may be disqualified.
Technical Evaluation (Stage 2)	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific goals.</b>
Price and Specific goals (Stage 3)	Evaluate price and Specific Goals on an 80/20 point system
Bidder Verification (Stage 4)	Verification of information supplied by bidders when completing SBD 4
Recommendation	Report formulation and recommendation of Preferred Bidders
Best and Final Offer	The HDA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.



## 5.2. STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

### Mandatory Requirements

#### Stage 1A- Mandatory Requirements

**If you do not submit the following documents your tender will be automatically disqualified:**

If you do not submit the following documents your Proposal will be disqualified automatically:

No.	DESCRIPTION OF REQUIREMENT	
a)	<b>Signed Joint Venture , Consortium Agreement or Partnering Agreement (whichever is applicable – if applicable)</b>	

#### Stage 1B Basic Compliance

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing which the award will be recalled.

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	CSD Report	
C)	Completion of ALL RFP documentation (includes ALL declarations required)	

### 5.3. STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 70% as per the standard Evaluation Criteria presented as per the table above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in table below:

CRITERION	TECHNICAL/FUNCTIONAL CRITERIA	POINTS ALLOCATION
i.	Lead Company profile (Attach Organogram)	10
ii.	CV's and Certified copies of Qualifications of team members proposed to do the work	20
iii.	Company Experience	20
iv.	Professional Registration	40
v.	Approach, Methodology, Work Plan and Process	10
<b>TOTAL POINTS</b>		<b>100</b>

## TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined below:

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
<b>Lead Company profile (Attach Organogram)</b>	Company profile (s) to be submitted (in case of a joint Venture, all companies must submit separate profiles) indicating the Lead Company	<b>10</b>
<b>CV's and Certified copies of Qualifications of team members proposed to do the work</b>	Demonstrable Skills and Capacity, Level of Relevant Knowledge, and Experience in undertaking assessment & construction monitoring for asbestos removal. Adequacy and completeness of skills of team presented and fit for task.  Years of Experience: <ul style="list-style-type: none"> <li>• 5 years' exp. and above = 20 points</li> <li>• 3 to 4 years' exp. = 10 points</li> <li>• 2 years' experience = 5 points</li> <li>• 0-1 years' experience = 0 points</li> </ul>	<b>20</b>
<b>Company Experience</b>	Company profile (s) to be submitted should be companies that have worked in the Human settlements' environment. In case of a joint venture, all companies must submit separate profiles, indicating the lead company  Attach appointment letters and completion certificates for AIA projects. Points will be allocated as follows: 0 projects = 0 points 1 project = 3 points 2 projects = 5 points 3 projects = 10 points 4 projects = 15 points 5 projects = 20 points	<b>20</b>
<b>Professional Registration</b>	Provide proof of professional registration: With the department of Employment & Labour as Occupational Health & Hygiene <b>Approved Inspection Authority</b> .  Proof of Registration number and documents are required prior to appointment.	<b>40</b>
<b>Approach, Methodology, Work Plan and Process</b>	Work programme, plan and allocation of resources and tasks.  Meeting deliverables and timeframes: Methodology, roadmap and clear understanding of information to be collected and the rationale thereof	<b>10</b>

	<ul style="list-style-type: none"> <li>•Clear work programme (6 points)</li> <li>•Implementation plan (2 points)</li> <li>•Allocation of resources and tasks (2 points)</li> </ul>	
<b>TOTAL</b>		<b>100</b>

#### 5.4. STAGE 3: PRICING AND SPECIFIC GOALS

The following criteria will be used for points allocation for price and Specific Goals compliance on a 80/20 point system:

##### Price and Specific Goals

CRITERIA	WEIGHTING/ POINTS
Price	80
Specific goal	20
<b>Total</b>	<b>100</b>

##### **Price**

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

Where

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

*P<sub>t</sub>* = Rand value of offer tender consideration

*P<sub>min</sub>* = Rand value of lowest acceptable tender

##### **Specific Goals Evaluation:**

A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

**Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
<b><i>Size of Company (Maximum points = 7 points)</i></b>		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
<b><i>Black Women Owned (Maximum points = 5 points)</i></b>		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
<b><i>Historically Disadvantaged South Africans* (maximum Points = 8)</i></b>		
<b><i>Youth (Maximum points 3)</i></b>	3	CSD
<b><i>HDSA</i></b>	2	CSD and Sworn Affidavit
<b><i>Disabled People</i></b>	3	CSD and Sworn Affidavit

**\*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations.**

## **2 VALIDITY PERIOD**

This RFP shall be valid for *[120 Business days]* calculated from Bid closing date.

## **3 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **3.1 National Industrial Participation Programme (NIPP) requirements:**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above.

## **4 POST TENDER NEGOTIATION (IF APPLICABLE)**

The- HDA reserves the right to conduct post tender negotiations with a shortlist of Bidder(s). The shortlist could comprise of one or more Bidders. Should the HDA conduct post tender negotiations, Bidders will be requested to provide their best and final offers to the HDA based on such negotiations. A final evaluation will be conducted in terms of 80/20.

## **5 BEST AND FINAL OFFER**

The HDA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and

Upon the decision by the HDA to embark on a BAFO process it shall notify the response to RFP.

## **6 FINAL CONTRACT AWARD**

The HDA may negotiate the final terms and conditions of the contract with the successful Bidder(s).  
Bidder

## **7 FAIRNESS AND TRANSPARENCY**

The HDA views fairness and transparency during the RFP Process as an absolute on which the HDA will not compromise. The HDA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to the HDA.

The evaluation process will be tightly monitored and controlled by the HDA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

## **SECTION 3**

### **PRICING AND DELIVERY SCHEDULE**

Bidders are required to complete the Pricing Schedule as per **Annexure: 2(Volume 2 /Envelop 2)**

#### **1 PRICING**

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), the HDA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Bidders are to note that if price offered by the highest scoring bidder is not market related, the HDA may not award the contract to the Bidder. The HDA may:
  - 1.8.1. negotiate a market-related price with the Bidder scoring the highest points or cancel the RFP;
  - 1.8.2. if that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points or cancel the RFP; and
  - 1.8.3. if the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points or cancel the RFP.
  - 1.8.4. If a market-related price is not agreed with the Bidder scoring the third highest points, the HDA must cancel the RFP.

#### **2 DISCLOSURE OF PRICES QUOTED**

Bidders are to note that, on award of business, the HDA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Bidders inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury.

#### **3 OWNERSHIP OF DESIGN**

- 1.1. The plans and design developed and to be provided by the HDA shall at all times remain the property of the HDA.]



#### 4 SERVICE LEVELS

- 4.1. An experienced national account representative(s) is required to work with the HDA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2. The HDA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 4.3. The HDA reserves the right to request that any member of the Service provider's team involved on the HDA account be replaced if deemed not to be adding value for the HDA.
- 4.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- 4.4.1. Random checks on compliance with quality/quantity/specifications
  - 4.4.2. On time delivery.
- 4.5. The Service provider must provide a telephone number for customer service calls.
- 4.6. Failure of the Service provider to comply with stated service level requirements will give the HDA the right to cancel the contract in whole, without penalty to the HDA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

##### Acceptance of Service Levels:

YES	
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#### 5 TOTAL COST OF OWNERSHIP (TCO)

- 5.1. The HDA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, the HDA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 5.2. Bidders shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with the HDA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of services provided by the HDA.

## 6. FINANCIAL STABILITY

Bidders are required to submit their latest financial statements prepared and signed off by a professional accountant for the past three (3) years with their Proposal in order to enable the HDA to establish financial stability.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## 7. VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax compliance on CSD, for the duration of any contract emanating from this RFP. Should the Bidder be awarded the contract [the Agreement] and fail to present the HDA with such renewals as and when they become due, the HDA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which the HDA may have for damages against the Bidder.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## 8. CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and the HDA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. The HDA's General Bid Conditions*
2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to The HDA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by the HDA's Legal department who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## **9. GENERAL CONDITIONS**

### **9.1. THE HDA'S TENDER FORMS**

Bidders must sign and complete the HDA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

### **9.2. PRECEDENT**

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

### **9.3. RESPONSE TO RFP-CONFIDENTIALITY**

Response to RFPs must clearly indicate whether any information conveyed to or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing from a response to RFP, the HDA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to the HDA that information or any response to RFP requested from the HDA is or should be treated confidentially, the HDA shall treat such information or response to RFP confidentially, unless the HDA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- The HDA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and the HDA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, the HDA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where the HDA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, the HDA may:
  - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by the HDA; or
  - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of the HDA to release such information; or
  - iii. refrain from releasing the information and/or response to RFP, in which event the HDA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of the HDA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

#### **9.4. RESPONSE TO THE RFP – RFP DISQUALIFICATION**

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by the HDA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) the HDA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium/Joint venture members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to the HDA.

#### **9.5. CORRUPTION, GIFTS AND PAYMENTS**

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of the HDA or any other Government official or any of the Advisory Team any gift or consideration of any

kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, the HDA shall be entitled to terminate any Response to RFP's status and to prohibit such Bids to RFP, its equity members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

#### **9.6. INSURANCE**

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by the HDA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

#### **9.7. NO CONTACT POLICY**

Bidders may only contact the supply chain official of the HDA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

#### **9.8. CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. The HDA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. The HDA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

### **9.9. COLLUSION AND CORRUPTION**

Any Bidder shall, without prejudice to any other remedy available to the HDA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by the HDA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to the HDA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify the HDA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

### **9.10. CONSORTIUM CHANGES**

If exceptional circumstances should arise in which after the submission of the bid and after closing date of submission of bids, there is change in the composition of the members of the consortium, either through substitution or omission of any member of the consortium for the purpose of this RFP:

- The Bidder to RFP must notify the HDA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- The HDA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where the HDA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative



to the HDA within 10 (TEN) days of its receipt of the decision of the HDA, upon receipt of which the HDA shall -

- i. Evaluate the alternative proposed for suitability to the HDA, and where the alternative is accepted by the HDA, inform the Bidder in writing of such acceptance and the HDA shall reassess the response to RFP against the RFP requirements and criteria; or
- ii. Where the alternative is not accepted by the HDA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
- iii. Where the HDA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and the HDA shall reassess the response to RFP against the RFP requirements and criteria.

#### **9.11. COSTS OF RESPONSE TO THE RFP SUBMISSION**

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. The HDA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, the HDA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

#### **9.12. RESPONSE TO THE RFP WARRANTY**

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

## 10. **CONDITIONS OF TENDER**

### **General**

- |  |   |  |
|--|---|--|
| <b>Actions</b>   | 1 | The HDA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.  |
| <b>Interpretation</b>                                  | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.   |
|  | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender.   |
|  | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.  |
| <b>Communication</b>                                   | 5 | Each communication between the HDA and a <i>tenderer</i> shall be to or from the HDA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The HDA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> .   |
| <b>THE HDA's rights to accept or reject any tender</b> | 6 | The HDA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. The HDA or the HDA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. The HDA reserves the right to accept the whole or any part of any tender. |
|  | 7 | After the cancellation of the tender process or the rejection of all tenders the HDA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.  |

## Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- |   |    |  |
|---|----|--|
| <b>Eligibility</b>  | 1  | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.   |
| <b>Cost of tendering</b>                                  | 2  | Accept that the HDA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.  |
| <b>Check documents</b>                                    | 3  | Check the <i>tender documents</i> on receipt, including pages within them, and notify the HDA's <i>Representative</i> of any discrepancy or omissions in writing.  |
| <b>Copyright of documents</b>                             | 4  | Use and copy the documents provided by the HDA only for the purpose of preparing and submitting a tender in response to this invitation.   |
| <b>Standardised specifications and other publications</b> | 5  | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.  |
|   | 6  | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which the HDA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.   |
| <b>Site visit and / or clarification meeting</b>          | 7  | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, e-tender website and CIDB website. |
| <b>Seek clarification</b>                                 | 8  | Request clarification of the <i>tender documents</i> , if necessary, by notifying the HDA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .  |
| <b>Insurance</b>  | 9  | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.   |
| <b>Pricing the tender</b>                                 | 10 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .   |

- 11 Show Value Added Tax (VAT) payable by The HDA separately as an addition to the tendered total of the prices.
  - 12 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
  - 13 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.
- Alterations to documents
- 14 Not make any alterations or an addition to the tender documents, except to comply with instructions issued by the HDA's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Submitting a tender
- 15 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.
- NOTE:
- 16 **Return the completed and signed *Tender document and SBD forms provided with the tender*.**
  - 17 **Submit the tender as an original and an electronic version which must be contained in USB clearly marked in the Bidders name as stated. Tenders may not be written in pencil but must be completed in ink.**
  - 18 Sign and initial the original tender where indicated. The HDA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
  - 19 Seal the bid document in an envelope/package, the HDA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's* name and contact address should be written on the envelope /package**. Where the tender is based on a two envelop system tenderers must further indicate in the package whether the document is **envelope / package 1 or 2**. **The envelope/package must be marked "CONFIDENTIAL"**.

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

Note:

The HDA does not to receive BIDS by post, and takes no responsibility for delays in the postal system or in transit within or between the HDA offices.

The HDA does not to receive tenders by fax, the HDA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, the HDA takes no responsibility for tenders delivered to any other site than the tender office.

The HDA employees are not permitted to deposit a tender into the HDA tender box on behalf of a tenderer.

**Closing time**

- 25 Ensure that the HDA has received the tender at the stated address no later than the *deadline for tender submission*. Proof of posting will not be taken by the HDA as proof of delivery. The HDA will not accept a tender submitted telephonically, by Fax or E-mail unless stated otherwise in the tender document.
- 26 Accept that, if the HDA extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

**Tender validity**

- 27 Hold the tender(s) valid for acceptance by the HDA at any time within the *validity period* after the *deadline for tender submission*.
- 28 Extend the *validity period* for a specified additional period if the HDA requests the *tenderer* to extend it. A *tenderer* agreeing to the request will not be required or permitted to modify a tender, except to the extent the HDA may allow for the effects of inflation over the additional period.

**Clarification of tender after submission**

- 29 Provide clarification of a tender in response to a request to do so from the HDA's *Representative* during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by the HDA's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *tenderer* as corrected by

the HDA's *Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

- |                                    |  |
|------------------------------------|--|
| <b>Submit bonds, policies etc.</b> | <p>30 If instructed by the HDA's <i>Representative</i> (before the formation of a contract), submit for the HDA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i>.</p> <p>31 Undertake to check the final draft of the contract provided by the HDA's <i>Representative</i>, and sign the Form of Agreement all within the time required.</p> <p>32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.</p> |
|------------------------------------|--|

## THE HDA'S UNDERTAKINGS

The HDA, and the HDA's *Representative*, shall:

- |                                 |   |
|---------------------------------|---|
| <b>Respond to clarification</b> | <p>1 Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i>. The response is notified to all <i>tenderers</i>.</p>   |
| <b>Issue Addenda</b>            | <p>2 If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i>, Addenda that may amend, amplify, or add to the <i>tender documents</i>. If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i>, in order to take Addenda into account in preparing a tender, the HDA may grant such an extension and the HDA's <i>Representative</i> shall notify the extension to all <i>tenderers</i>.</p> |
| <b>Return late tenders</b>      | <p>3 Reject tenders received after the <i>deadline</i>. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.</p>   |
| <b>Non-disclosure</b>           | <p>4 Not disclose to <i>tenderers</i>, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.</p>   |
| <b>Grounds for rejection</b>    | <p>5 Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.</p>  |

Disqualification	6	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in the HDA 's opinion would <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change the HDA's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification.

Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify the HDA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the HDA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged the HDA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following the HDA's current procedures.
Prepare contract documents	17	<p>Revise the contract documents issued by the HDA as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between THE HDA and the successful <i>tenderer</i>, before the issue of THE HDA's notice of acceptance (of the tender).</li> </ul>
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of the HDA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original Form of Agreement within two weeks of the date of the HDA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.



## **Annexure: 1**

### **SCOPE OF WORK**

The Scope of works for the project covers work and control measures associated with the identification, encapsulation, stripping/removal, maintenance/repairs, clean-up and safe disposal of asbestos and associated waste at the identified wards in Seshego located within Polokwane Local Municipality.

The HDA seeks appointment of a professionally registered Asbestos Inspection Authority (AIA) to monitor the work and manage the appointed Asbestos Certified Contractors in the execution of the project.

The scope also covers supervision, sampling and monitoring procedures required all in accordance with the Occupational Health and Safety Act, (Act 85 of 1993), and Asbestos Abatement Regulations 2020.

Other roles and responsibilities are outlined in the Approved Asbestos Work Plan (AAWP) to be read in conjunction with the scope below.

The detailed scope is summarized below.

#### **3.1 Project Detailed Scope**

The role and duties of the Asbestos Inspection Authority (AIA) is stipulated in the Asbestos Abatement Regulations (AARs) and include among others the following:

- Development of the Asbestos Work Plan (AWP), this phase of the project is achieved and the appointed PRT will be handed over the approved work plan.
- Conduct air monitoring during asbestos removal work.
- The AARs require that prior to undertaking any asbestos work, the Approved Asbestos Inspection Authority must conduct background air monitoring.
- During the asbestos removal work, the Approved Asbestos Inspection Authority is required to conduct employee air monitoring to determine employee exposure to asbestos fibres.
- Asbestos clearance air monitoring is also required at the end of the asbestos removal work, to determine if there are no asbestos fibres remaining in the air and if the asbestos contractor has removed all asbestos waste and debris.
- The AARs require that the Approved Asbestos Inspection Authority must issue a legal report of its work and air monitoring, as well as a legal clearance certificate(s).
- Provide occupational hygiene inspections for the project work and demonstrate the necessary knowledge, skills, competencies, and capabilities associated with supervision and air monitoring for asbestos work and which is required by the AARs.
- Occupation Hygiene Specialist will also monitor the asbestos contractor to ensure compliance with the workplan and safety procedures during construction.
- Provide a full time Occupational Hygiene specialist during construction, to inspect each house (755 houses in total) and ensure each house is asbestos free before occupancy is issued.
- Carry out all the background sampling and weekly personal sampling and issue reports on the air quality on a regular basis during construction.
- Provide any clarity on the services of and the legal requirements of the AARs in the execution of the works.
- Occupation Hygiene Specialist will also monitor the appointed asbestos contractors to avoid asbestos fibers entering the atmosphere.

- The Approved Inspection Authority for Asbestos type 3 work will stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated in line with the regulations.

The scope of the work includes “**type 3 asbestos work**” –

- The removal, repair or encapsulation of any asbestos and asbestos-containing material; and
- Requires registration as a type 3 registered asbestos contractor with the Chief Inspector.

### 3.2 Project Area

- The project is confined within the following areas.
- Various Ward of Seshego – 755 Asbestos roofed houses/units

The assessment conducted is for 755 houses and contractors are appointed for these 755 houses/units.

## 4. DELIVERABLES & OUTPUTS

- Approved Work Plan
- Air Monitoring reports (airborne Asbestos dust and sampling)
- Final Inspections and Clearance reports
- Certificate of Safe Disposal from RAC
- Health and Safety reports
- Updates to the Asbestos Risk Plan
- Employee and labour awareness training including records of training
- Medical examinations and records
- Issuing of Asbestos Clearance Certificates
- Clearance Sampling reports – environmental Air Sampling
- Any other deliverables as required in terms of the AARs.
- Weekly, Monthly reports as and when required by the client.

## 5. DURATION

The duration of the project is linked to the duration of the appointed Registered Asbestos Contractors appointed in the execution of the works.

The duration of the projects will be **eight months (8 months)** subject to the completion of the project.

**FORM C: TENDER FORM- Volume 2 (Envelop 2/ Package 2)**

CURRENT TENDER DETAILS	
Request number:	HDA/LIM/2023/015
Request for Tender:	THE APPOINTMENT OF AN ACCREDITED ASBESTOS INSPECTION AUTHORITY (AIA) TO UNDERTAKE ASSESSMENT & CONSTRUCTION MONITORING FOR ASBESTOS REMOVAL IN SESHEGO TOWNSHIP WITHIN POLOKWANE LOCAL MUNICIPALITY IN LIMPOPO PROVINCE

I / We \_\_\_\_\_

(Insert Name of Tendering Entity)

Of \_\_\_\_\_

\_\_\_\_\_  
(Full address)

Conducting business under the style or title of:

\_\_\_\_\_  
Represented by:

\_\_\_\_\_  
in my capacity as:

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated \_\_\_\_\_, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R \_\_\_\_\_

\_\_\_\_\_  
(amount in words), (All applicable taxes included)

**N.B.** (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.
- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the HDA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should THE HDA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME (S)	CAPACITY:	SIGNATURE:

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should the HDA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the HDA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the HDA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the HDA to do so within **7 (seven)** working days of notification by the HDA that the contract documents are ready for signature.

I / We undertake to complete the whole of the WORKS within \_\_\_\_\_

(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the HDA I / we shall pay to the HDA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the HDA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the HDA, but shall be granted only if I / we can prove to the reasonable satisfaction of the HDA that the penalty is out of proportion to the prejudice suffered by the HDA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until \_\_\_\_\_ **(a minimum period of 120 days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the HDA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide the HDA with cause for cancellation.

THUS DONE and SIGNED at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1.	_____	1.	_____
2.	_____	2.	_____
3.	_____	3.	_____

## Annexure: 2

### PRICING SCHEDULE

#### A.

DESCRIPTION OF ITEM	DELIVERABLE	Price Per Deliverable
<b>ASBESTOS CLEARANCE INDICATOR SAMPLING AND VISUAL INSPECTION</b>	Provisional sum	R
<b>SAMPLING ANALYSIS AND CLEARANCE</b>	Asbestos Clearance certificates	R
<b>INSPECTIONS ON ASBESTOS ROOFS (10% of inspection cost)</b>	Monitoring, inspection and compliance in terms of regulation 22 of Asbestos abatement regulation 2020	R
<b>PROJECT CLOSE</b>	Close and Documentation	R
<b>Subtotal 1</b>		<b>R</b>
ADD 10% Contingency		R
<b>Subtotal 2</b>		<b>R</b>
ADD 6% Escalation		R
<b>Subtotal 3</b>		<b>R</b>
ADD VAT		R
<b>Total OFFER</b>		<b>R</b>

This offer should be the all-inclusive price to carry-out all professional services (with a fee breakdown structure) required to be carried out, including all inspections, monitoring and compliance documentation as well as the inclusion and payment of all sub-consulting required for the successful delivery of AIA services and close-out of the AIA.

### PRICING

#### A. BIDDERS ARE REQUIRED TO PREPARE THEIR PROPOSED BILL OF QUANTITIES FOR AIA ASBESTOS INSPECTION AUTHORITY.

This offer should be the all-inclusive price to carry-out all AIA inspection authority required to be carried out, including the inspection, monitoring, compliance and supervision, all contractual administration and documentation, and closeout.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	HDA/LIM/2023/015	CLOSING DATE:	11 August 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF AN ACCREDITED ASBESTOS INSPECTION AUTHORITY (AIA) TO UNDERTAKE ASSESSMENT & CONSTRUCTION MONITORING FOR ASBESTOS REMOVAL IN SESHEGO TOWNSHIP WITHIN POLOKWANE LOCAL MUNICIPALITY IN LIMPOPO PROVINCE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE HOUSING DEVELOPMENT AGENCY					
Reception Area					
04 Kikuyu Road					
Sunninghill, 2157					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MXOLISI ZONDO		CONTACT PERSON	MXOLISI ZONDO	
TELEPHONE NUMBER	0115441000		TELEPHONE NUMBER	0115441000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za		E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>7</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>8</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name)..... in  
submitting the accompanying bid, do hereby make the following statements that  
I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>1</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.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = 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 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Tenderer to indicate by a cross or a tick against the selected specific goals)
<b>Size of Company (7)</b>		
• EME	7	
• QSE	5	
• GE	3	
<b>Black women (5)</b>		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
<b>Historically Disadvantaged South Africans* (maximum Points = 8)</b>		
Youth	3	
HDSA	2	
Disabled	3	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

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

## **ASBESTOS ABATEMENT REGULATIONS, 2020**

Published under

Government Notice R1196 in GG 43893 of 10 November 2020

### **SCHEDULE**

#### **Contents**

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ANNEXURE 1: Asbestos warning labels and signs

ANNEXURE 2: Notification of asbestos work

## Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—

**"approved plan of work"** means a written site-specific methodology as contemplated in regulation 15 that is at least co-signed by the asbestos client, registered asbestos contractor and approved inspection authority;

**"asbestos"** means the following fibrous silicates:

- (a) Asbestos actinolite, CAS No. 77536-66-4;
- (b) asbestos grunerite (amosite), CAS No. 12172-73-5;
- (c) asbestos anthophyllite, CAS No. 77536-67-5;
- (d) chrysotile, CAS No. 12001-29-5 or CAS No. 132207-32-0;
- (e) crocidolite, CAS No. 12001-28-4;
- (f) asbestos tremolite, CAS No. 77536-68-6; and
- (g) any mixture containing these fibrous silicates;

**"asbestos cement products"** means a range of building materials that were manufactured using moulding and compression techniques, consisting of a hardened mixture of asbestos fibres, cement and water;

**"asbestos clearance certificate"** means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

**"asbestos client"** means any person for whom asbestos work is performed;

**"asbestos coating"** means a surface coating which contains asbestos for fire protection, heat insulation or sound insulation, but does not include textured decorative coatings;

**"asbestos-containing material"** means asbestos as well as any material that contains asbestos and includes asbestos cement products, asbestos coating, asbestos insulation board, asbestos insulation, asbestos textured decorative coatings, asbestos contaminated soil and other asbestos-containing materials;

**"asbestos disposal site"** means a site specifically designated for the purpose of asbestos disposal in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008);

**"asbestos dust"** means airborne or settled dust, which contains or is likely to contain regulated asbestos fibres;

**"asbestos in place"** includes any asbestos, asbestos cement products, asbestos coatings, asbestos-containing material, asbestos dust, asbestos insulation, asbestos insulation board and asbestos waste at the workplace;

**"asbestos insulation"** means any asbestos-containing material, which is used for thermal, acoustic or other insulation purposes, including fire protection, except—

- (a) asbestos cement, asbestos coating or asbestos insulating board;  
or
- (b) any article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

**"asbestos insulating board"** means any flat sheet, tile or building board consisting of a mixture of asbestos and cement or any other material, but which is not—

- (a) asbestos coating; or
- (b) an article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

**"asbestos removal site"** means a workplace where asbestos removal work is performed;

**"asbestos removal supervisor"** means a competent person responsible for supervision of physical asbestos work processes and coordination of asbestos removal on an asbestos removal site;

**"asbestos risk assessment"** means a risk assessment and risk categorisation of potential exposure to asbestos dust;

**"asbestos waste"** means an undesirable or superfluous asbestos or asbestos-containing product or by-product or the undesirable or superfluous asbestos or asbestos-containing emission or residue of any process or activity, which has been—

- (a) discarded by any person; or

- (b) accumulated and stored temporarily with the purpose of discarding it, with or without prior treatment connected with the discarding thereof;

**"asbestos work"** means work that exposes or is likely to expose an employee to asbestos dust, including transporting, storing, removing, handling, treating, repairing and disposing of asbestos;

**"CAS No."** means the Chemical Abstracts Service Registry Number;

**"Chief Director: Provincial Operations"** means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003, published as Government Notice R.929 in *Gazette* No. 25129 of 25 June 2003;

**"clearance indicator"** means the measured airborne concentration of regulated asbestos fibres is less than 0,01 fibres per millilitre (f/ml), as measured in accordance with HSG 248 or an equivalent method;

**"competent person"** means a person who—

- (a) has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications specific to asbestos work or related tasks: Provided that, where appropriate qualifications and training are registered in terms of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and the applicable regulations made under the Act;

**"demolition work"** means a method to dismantle, wreck, break, pull down or knock down a structure or part thereof by way of manual labour, machinery or the use of explosives;

**"environmental air monitoring"** includes static air monitoring for regulated fibres conducted downwind from outdoor type 2 asbestos work or outside asbestos enclosures where type 3 asbestos work is performed or in any area where there is the potential for asbestos contamination;

**"exposed to asbestos"** means exposed or likely to be exposed to asbestos dust while at the workplace, and **"exposure"** has a corresponding meaning;

**"HSG 248"** means Health and Safety Guidance 248: Asbestos – The Analysts' Guide for Sampling, Analysis and Clearance Procedures, published in 2005, or latest update;

**"incidental asbestos exposure"** means unintentional exposure to airborne asbestos at a workplace where asbestos is present;

**"non-asbestos-related work"** includes work performed in the vicinity of asbestos-containing materials or asbestos cement products, but excludes work performed on or with asbestos-containing materials or asbestos cement products;

**"OEL"** means the occupational exposure limit, the value of which is set by the Minister, for a stress factor in the workplace;

**"OEL for asbestos"** means an occupational exposure limit of 0,1 regulated asbestos fibres per millilitre of air measured in accordance with HSG 248;

**"registered asbestos contractor"** means either a contractor, a mandatory or an employer who conducts type 2 asbestos work or type 3 asbestos work or asbestos removal work, who is registered with the chief inspector;

**"regulated asbestos area"** means an area demarcated and controlled as contemplated in regulation 18;

**"regulated asbestos fibre"** means a particle of asbestos with a length-to-diameter ratio greater than 3 to 1, a length greater than 5 micrometres and a diameter less than 3 micrometres;

**"removal of asbestos"** means all tasks included in the process of removing asbestos from the location specified in the inventory of asbestos in place to the final disposal site;

**"repair of asbestos-containing materials"** means restoring asbestos-containing materials to a safe condition, after damage, using non-destructive methods in a manner that does not cause the release of asbestos fibres;

**"respiratory protective equipment"** means a device which is worn over at least the mouth and nose to control the inhalation of air that is not safe;

**"risk categorisation"** means the grouping and ordering of potential asbestos exposure risks as contemplated in regulation 5(3);

**"short-term exposure limit"** means a short-term exposure limit of 0,6 regulated asbestos fibres per millilitre of air, measured over a continuous 10-minute period;

**"the Act"** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**"type 1 asbestos work"** means—

- (a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or
- (b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and,

does not require registration as a registered asbestos contractor with the chief inspector;

**"type 2 asbestos work"** means—

- (a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or
- (b) the removal of asbestos cement products or asbestos insulating board; and,

requires registration as a type 2 registered asbestos contractor with the chief inspector;

**"type 3 asbestos work"** means—

- (a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and,

requires registration as a type 3 registered asbestos contractor with the chief inspector;

**"UN Transport of Dangerous Goods"** means the UN Recommendations on the Transport of Dangerous Goods – Model Regulations, Volumes 1 and 2, which are guidance documents developed by the United Nations to harmonise dangerous

goods transport regulations, may be updated from time to time, and are commonly known as the UN Orange Book.

### **Scope of application**

2. (1) Subject to subregulation (2), these Regulations apply to every employer and self-employed person who may expose any person to asbestos dust at the workplace.

(2) Regulations 5(2), 8(1), 9(4), 12(3)(d), 16(4), 17 and 23 do not apply to self-employed persons.

### **Identification of asbestos in place**

3. An employer or self-employed person must, as far as is reasonably practicable—

- (a) ensure that all asbestos-containing materials at the workplace are identified by a competent person;
- (b) if it is uncertain whether the suspected material contains asbestos, either deem the material to be asbestos-containing material or arrange for a sample of that material to be analysed for the presence of asbestos by a laboratory competent to carry out such analyses;
- (c) if part of the workplace is inaccessible and considered by a competent person as likely to contain asbestos, assume that asbestos is present in that area;
- (d) if no asbestos is identified as per subregulations (a), (b) and (c), ensure that the asbestos-free status of the workplace is substantiated in writing by a competent person: Provided that subregulation (d) does not apply to an employer who occupies or uses a structure as defined in the Construction Regulations, 2003, published as Government Notice R.1010 in *Gazette* No. 25207 of 18 July 2003, where construction commenced at least three years after promulgation of the Regulations for the Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007, published as



Government Notice R.341 in *Gazette* No. 30904 of 28 March 2008, under section 24B of the Environment Conservation Act, 1989 (Act No. 73 of 1989).

### **Inventory of asbestos in place**

4. (1) An employer or self-employed person must obtain the services of a competent person to ensure that all materials identified as, or assumed to be, asbestos-containing material, as contemplated in regulation 3, are entered into an inventory of asbestos in place, which is kept at the workplace or premises.

(2) With regard to any disagreement as to whether any substance is in fact asbestos, the health and safety representative, health and safety committee or a person nominated by the employees may require that a sample of that substance be taken and definitive identification of the substance be determined by an approved inspection authority, provided that the cost of the identification is borne by the employer.

(3) The inventory of asbestos in place must contain, as far as is reasonably practicable, the following information about each of the asbestos-containing materials-

- (a) The date on which the material was identified;
- (b) a description of the material, quantity and extent of deterioration;
- (c) the location as detailed on a floor plan;
- (d) confirmation of labelling and signage as required by regulation 20;
- (e) the risk categorisation derived from the asbestos risk assessment as detailed in regulation 5(3); and
- (f) a description of potential exposure scenarios as required in regulation 6(2)(b).

(4) The employer or self-employed person must ensure that a competent person reviews and, if necessary, revises the inventory of asbestos in place for the workplace at intervals not exceeding 24 months.

(5) The inventory of asbestos in place should be revised more frequently if—

- (a) further asbestos-containing material is identified; and
- (b) the asbestos-containing material has deteriorated significantly or is removed, damaged, sealed, coated or encapsulated.

(6) Where the removal of asbestos or repair of asbestos-containing material is planned, information in the inventory of asbestos in place must be adequately detailed with respect to the work to be carried out.

(7) The employer, self-employed person or asbestos client must ensure that a copy of the inventory of asbestos in place, or relevant part thereof, is—

- (a) given to the mandatory before any asbestos removal or repair work commences;
- (b) given to the registered asbestos contractor and approved inspection authority before asbestos removal or repair work commences;
- (c) readily accessible to employees and health and safety representatives at the workplace;
- (d) in the case of transfer of ownership, provided to the new owner of the premises; and
- (e) given to the approved inspection authority before asbestos removal or repair work commences.

(8) The mandatory who carries out the removal of asbestos or the repair of asbestos-containing material at a workplace must—

- (a) obtain a copy of the inventory of asbestos in place from the employer, self-employed person or asbestos client; and
- (b) if suspected asbestos-containing materials are located on the structure, plant or machinery, inform the employer, self-employed person or asbestos client who must ensure that a competent person determines whether the substance in question is asbestos-containing material.

(9) In the event of work carried out at a workplace and potential exposure to airborne asbestos—

- (a) the employer, self-employed person or asbestos client, as the case may be, must ensure that the person authorising such work is given a copy of the inventory of asbestos in place;

- (b) the person authorising the work as contemplated in subregulation (a), from the inventory of asbestos in place, must determine what future task and incident-related potential exposure scenarios are applicable to the work, including identifying recommended controls; and
- (c) the employer, self-employed person or asbestos client, as the case may be, must ensure that the recommended controls are implemented with regard to the work.

(10) All asbestos-containing material listed in the inventory of asbestos in place, as required by subregulation (3), must be clearly labelled or provided with signage in accordance with regulation 20.

### **Asbestos risk assessment**

5. (1) If asbestos is identified in terms of regulation 3, then the employer or self-employed person must ensure that an asbestos risk assessment is carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.

(2) An employer contemplated in subregulation (1) must, before causing an asbestos risk assessment to be made, consult with the relevant health and safety representative or relevant health and safety committee and inform them in writing of the arrangements made for the asbestos risk assessment, give them reasonable time to comment thereon, and ensure that the results of the asbestos risk assessment are made available to them for comment.

(3) The asbestos risk assessment must, as an outcome, have a risk categorisation based on the potential for exposure to asbestos for each item of asbestos-containing material, which must be derived from the following:

- (a) The health impacts of asbestos;
- (b) the number of persons potentially exposed at the workplace;
- (c) the potential for damage or disturbance of asbestos-containing materials at the workplace, also by maintenance activities, potential incidents and normal occupant activities; and
- (d) the condition of asbestos-containing material, including state of deterioration.

(4) The risk categorisation contemplated in subregulation (3) must be used to determine the need for keeping in place, repairing or removing the asbestos-containing material.

(5) The asbestos risk assessment for asbestos repair work, as required in subregulations (1), (2) and (3), must include the following:

- (a) The assessed risk of any asbestos exposure relating to each job step;
- (b) the controls necessary to reduce the risk of exposure to as low as is reasonably practicable;
- (c) an indication whether environmental air monitoring is required; and
- (d) if exposure risk indicates that the OEL may be exceeded, an indication that the employer must obtain the services of an occupational medical practitioner to fulfil the requirements of regulation 17(1)(b).

(6) The asbestos risk assessment for asbestos removal work, as part of the plan of work as contemplated in regulation 15 for asbestos-containing materials identified for removal, must consider the following:

- (a) The aspects detailed in subregulation (5);
- (b) the risk assessment carried out in accordance with regulation 12(2);
- (c) the potential exposure of persons other than employees;
- (d) the potential contamination of the air, ground and water;
- (e) the thorough decontamination of employees and the workplace;
- (f) the transportation of asbestos-containing materials and asbestos waste; and
- (g) emergency scenarios.

(7) An employer or self-employed person must obtain the services of an approved inspection authority that must review and endorse the following at intervals not exceeding six years-

- (a) The inventory of asbestos in place as required by regulation 4; and
- (b) the asbestos risk assessment as required by subregulation (1):

Provided that the review and endorsement are not required if the work was carried out by an approved inspection authority.

### **Asbestos management plan**

6. (1) If asbestos-containing materials are identified, as required in regulation 3, the employer or self-employed person must ensure that a written asbestos management plan for the workplace is prepared by a competent person.

(2) The asbestos management plan must include at least the following:

- (a) A procedure that contains at least measures related to—
  - (i) the implementation of regulations 3, 4, 5, 8 and 20 at the workplace;
  - (ii) the repair, removal and management of asbestos-containing materials; and
  - (iii) the implementation of the Regulations for Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007;
- (b) where asbestos-containing materials have been identified in the inventory of asbestos in place, a specific procedure which will, as far as is reasonably practicable, reduce the risk of exposure of employees, as well as incidental asbestos exposure, for the following scenarios-
  - (i) Incidents;
  - (ii) emergencies;
  - (iii) removal work; and
  - (iv) repair work; and
- (c) a policy, procedure and implementation plan for phasing out existing asbestos-containing materials at the workplace, which considers the following:
  - (i) The principle of 'reasonably practicable'; and
  - (ii) reasons for decisions.

(3) The employer or self-employed person must review and, if necessary, revise the asbestos management plan at intervals not exceeding eight years or if any information contemplated in subregulation (2) changes.

## Information, instruction and training

### 7. (1) An employer must—

- (a) provide, to persons who may have incidental asbestos exposure, information, instruction and training—
  - (i) through induction training upon employment; and
  - (ii) when the inventory of asbestos in place is reviewed;
- (b) ensure that the information, instruction and training contemplated in subregulation (a) include, at least—
  - (i) the sources of potential exposure as identified in the inventory of asbestos in place contemplated in regulation 4;
  - (ii) the potential health risks associated with exposure to asbestos;
  - (iii) procedures, including exposure controls and personal decontamination to be followed when asbestos-containing materials have been damaged, or in the event of accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust;
  - (iv) the safe disposal of asbestos waste;
  - (v) procedures for record keeping; and
  - (vi) the inventory of asbestos in place as contemplated in regulation 4.

(2) Where an employee undertakes non-asbestos-related work, where there is a potential for exposure to asbestos dust, the employer must ensure that the employee is adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the sources of potential exposure identified in the inventory of asbestos in place as contemplated in regulation 4;
- (b) the potential health risks associated with exposure to asbestos;
- (c) task and incident-related potential exposure scenarios, as well as precautionary measures to be taken to prevent exposure; and
- (d) procedures to be followed in the event of accidental disturbance or any other similar emergency situation likely to result in the release of asbestos dust.

(3) In the case of removal of asbestos or repair of asbestos-containing materials, as contemplated in regulation 12, the employer must ensure that all supervisors and employees are adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the OEL and its meaning;
- (b) the importance of good housekeeping at the workplace, fall protection, the correct use of personal protective equipment and personal hygiene;
- (c) the contents of plans of work regarding the handling, removal and temporary storage of any asbestos-containing material;
- (d) the correct use of control measures to limit the spread of asbestos dust outside the regulated asbestos area;
- (e) the control measures to limit the exposure of employees inside the regulated asbestos area;
- (f) procedures to be followed in the event of accidental spillage, disturbance or any other similar emergency situation likely to result in the release of asbestos dust;
- (g) procedures for reporting and correcting failures of control measures likely to result in the release of asbestos dust; and
- (h) the safe disposal of asbestos waste.

(4) Training contemplated in subregulation (3) must—

- (a) be provided by a person deemed competent by the chief inspector;
- (b) have a minimum contact duration of eight hours; and
- (c) as an outcome, provide employees with asbestos training certificates.

(5) Refresher training with a minimum contact duration of two hours must be provided at least annually or at more frequent intervals if—

- (a) work methods change;
- (b) the type of work carried out changes significantly;
- (c) the type of equipment used to control exposure changes; or
- (d) deemed a requirement by the occupational health and safety committee.

(6) An employer must ensure that up-to-date records of employee training are made available at the workplace that has asbestos in place.

(7) An employer must ensure that current employee asbestos training certificates, as contemplated in subregulation (4)(c), are provided to employees upon termination of employment.

### **Duties of persons who may be exposed**

8. (1) Employees who may be exposed to asbestos in place must—

- (a) obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer;
- (b) attend asbestos awareness training in the inventory of asbestos in place for the building; and
- (c) report any asbestos-containing material that has been damaged to the employer or health and safety representative of the workplace, as the case may be, who must report it to the employer.

(2) Persons involved in non-asbestos-related maintenance, who may be exposed to asbestos, must—

- (a) obtain a copy of the relevant part of the inventory of asbestos in place for the applicable workplace where non-asbestos-related maintenance will be carried out;
- (b) prevent damage to or disturbance of asbestos in place; and
- (c) if damage or disturbance occurs, stop work immediately and report such damage or disturbance to the employer or to the health and safety representative of the workplace, who must report it to the employer.

(3) Persons involved in type 1 asbestos work must obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer, as applicable, regarding—

- (a) the acquisition of a copy of the relevant part of the inventory of asbestos in place for the workplace;
- (b) the demarcation of the regulated asbestos area, as required in regulation 18, to prevent unauthorised entry, using signage as per Annexure 1;



- (c) as far as is reasonably practicable, the use of non-destructive wet methods during removal procedures;
- (d) the use of appropriate tools and equipment to limit, as far as is reasonably practicable, the release of asbestos dust;
- (e) the appropriate type and use of personal protective equipment and clothing;
- (f) the thorough decontamination of equipment;
- (g) the containment, and labelling in terms of regulation 20, and disposal of asbestos waste in terms of regulation 21; and
- (h) the disposal of used disposable overalls and respiratory protective equipment, where applicable, as asbestos waste.

(4) Any person involved in type 2 or type 3 asbestos work, who may be exposed to asbestos at the workplace, must obey any lawful instruction pertaining to occupational health and safety, given by or on behalf of the employer or a self-employed person, regarding—

- (a) compliance with requirements of the asbestos plan of work that was approved for that site-specific asbestos work in terms of regulation 15;
- (b) as far as is reasonably practicable, the use of non-destructive wet methods during asbestos removal work;
- (c) the prevention of asbestos dust becoming airborne;
- (d) the appropriate type and use of personal protective equipment and clothing;
- (e) wearing of monitoring equipment to measure personal exposure to asbestos;
- (f) reporting for medical surveillance as required by regulation 17;
- (g) the cleaning up and disposal of any asbestos waste;
- (h) decontamination of the structure of a workplace, building or plant, of any visible dust residue where asbestos removal work has been undertaken;
- (i) housekeeping at the workplace, personal hygiene and good environmental and health practices, including eating, drinking and smoking in designated places, as provided;

- (j) information and training received as contemplated in regulation 7;  
and
- (k) the correct decontamination procedures that must be followed as given in the approved plan of work.

### **Control of exposure to asbestos**

9. (1) An employer or self-employed person must ensure that the exposure of a person to asbestos is either prevented or, where this is not reasonably practicable, adequately controlled: Provided that the control of exposure is regarded as adequate if the measured airborne concentration of regulated fibres is—

- (a) at or below the OEL for asbestos; or
- (b) above the OEL for asbestos, but the reason has been identified and action is taken, as soon as is reasonably practicable, to lower airborne concentrations to a level as low as reasonably practicable below the OEL for asbestos.

(2) Where reasonably practicable, an employer or self-employed person must control exposure to asbestos—

- (a) by limiting the number of persons who will be exposed or may be exposed;
- (b) by limiting the period during which persons will be exposed or may be exposed;
- (c) by limiting the amount of asbestos dust that may contaminate the working environment;
- (d) by introducing engineering control measures for the control of exposure to asbestos, which include the following:
  - (i) Process separation or enclosure;
  - (ii) bonding of asbestos fibres with other materials to prevent the release of asbestos dust;
  - (iii) the use of wet methods, where appropriate; and
  - (iv) the provision of a negative pressure unit with a filtration efficiency of at least 99 per cent for particles one micrometre in size, in the case of type 3 asbestos work, with a fault

indicator to provide early warning of a failure of the negative pressure unit; and

(e) by complying with the requirements of regulation 19.

(3) With regard to the contamination of water with asbestos, an employer or self-employed person must ensure that—

- (a) any water that is contaminated with asbestos as a result of work being performed is passed through a filtration system before being released into any environment or water system;
- (b) a suitable water filtration system is used, which will ensure that the quantity of asbestos being released or entering into any environment or water system is reduced as far as is reasonably practicable; and
- (c) contaminated parts of the filtration system, when discarded, are disposed of as asbestos waste.

(4) By introducing appropriate written work procedures that an employee must follow, an employer or self-employed person must ensure that—

- (a) asbestos-containing materials are safely handled and disposed of in the appropriate manner; and
- (b) installations, equipment, tools and negative pressure units are safely used, decontaminated and maintained.

(5) An employer or self-employed person must report to the Chief Director: Provincial Operations, by telephone, electronic mail or similar means of communication, any spill, disturbance or uncontrolled release of asbestos, which may be considered a health hazard.

### **Notification of asbestos work**

10. (1) No employer, self-employed person or asbestos client may carry out any type 1 asbestos work unless the Chief Director: Provincial Operations has been notified in writing of the location, venue and contact details of where the asbestos work will be done, at least seven days prior to commencement of such work.

(2) No employer, self-employed person or asbestos client may carry out any type 2 or type 3 asbestos work unless the Chief Director: Provincial Operations

has been notified, in writing, at least seven days prior to commencement of such work.

(3) A shorter time period for notification contemplated in subregulations (1) and (2) may be allowed by the Chief Director: Provincial Operations in the event of an emergency.

(4) Written notification contemplated in subregulation (2) must be provided in the format indicated in Annexure 2.

(5) The relevant Chief Director: Provincial Operations must ensure that acknowledgement of receipt is provided, in writing, to the employer, self-employed person or asbestos client within the seven day notification period.

### **Duties of asbestos client for asbestos work**

11. (1) An asbestos client, employer or self-employed person carrying out type 1 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, when asbestos work is planned;
- (b) ensure that an asbestos risk assessment, as contemplated in regulation 5, is carried out prior to asbestos work;
- (c) ensure that a written safe work procedure is developed and followed; and
- (d) as far as is reasonably practicable, provide adequate information, instruction and training, as contemplated in regulation 7, to any person who may be exposed to asbestos as a result of that asbestos work.

(2) An asbestos client, employer or self-employed person planning type 2 or type 3 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, to the registered asbestos contractor and approved inspection authority;
- (b) if asbestos-containing material intended for removal or repair is not identified in the inventory of asbestos in place, review and update the inventory;

- (c) ensure that an asbestos risk assessment is carried out prior to asbestos work;
- (d) appoint, in writing, an approved inspection authority;
- (e) ensure that the appropriately registered asbestos contractor performs type 2 or type 3 asbestos work as per the asbestos plan of work;
- (f) ensure that notification of asbestos work is given as contemplated in regulation 10(2);
- (g) ensure that they have co-signed the asbestos plan of work for the asbestos repair or removal work to be carried out;
- (h) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (i) before any asbestos work commences on site, ensure that the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993); and
- (j) where a fatality or permanent disabling injury occurs during asbestos work, report such fatality or injury to the Chief Director: Provincial Operations as contemplated in section 24 of the Act and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003.

(3) After completion of type 2 or type 3 asbestos work, the asbestos client must obtain an asbestos clearance certificate from the approved inspection authority.

### **Duties of registered asbestos contractor for asbestos work**

12. (1) In the case of type 2 and type 3 asbestos work, the registered asbestos contractor must—

- (a) undertake only the type of asbestos work for which they are registered by the chief inspector;
- (b) appoint an occupational health and safety representative as contemplated in section 17 of the Act; and

- (c) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client, prior to asbestos work taking place.
- (2) Before commencement of any asbestos work and during such work, the registered asbestos contractor must ensure that—
  - (a) a risk assessment is performed that includes—
    - (i) identification of the hazards to which persons may be exposed;
    - (ii) an assessment of the risks related to the hazards based on a documented method; and
    - (iii) documented control measures to mitigate the risk;
  - (b) the risk assessment contemplated in subregulation (a) is reviewed—
    - (i) at regular documented intervals;
    - (ii) when an incident has occurred; and
    - (iii) when the scope of work changes; and
  - (c) an up-to-date copy of the risk assessment is made available at the relevant asbestos work site.
- (3) The registered asbestos contractor must—
  - (a) ensure that the approved plan of work is submitted to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work;
  - (b) appoint in writing an asbestos removal supervisor for each asbestos work site, who must ensure—
    - (i) occupational health and safety compliance on the asbestos removal site;
    - (ii) compliance with safe asbestos removal or repair procedures;
    - (iii) the correct use of personal protective equipment; and
    - (iv) proper decontamination and waste disposal;
  - (c) adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work;
  - (d) ensure that the employee medical and training records are available on site for inspection and validation;

- (e) ensure that at least the following information for every employee is recorded and kept for a minimum period of 50 years-
  - (i) Physical address of every asbestos work project; and
  - (ii) names and identification numbers of employees potentially exposed;
- (f) before commencement of asbestos work, ensure that—
  - (i) an approved inspection authority has been appointed in writing by the asbestos client; and
  - (ii) the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993; and
- (g) where a fatality or permanent disabling injury occurs during asbestos work, ensure that a report about the fatality or injury is provided to the Chief Director: Provincial Operations as contemplated in section 24 of the Act, and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, and that the report includes the measures that the contractor intends to implement to ensure safe asbestos work.

### **Duties of approved inspection authorities for asbestos work**

13. An approved inspection authority involved in type 2 or type 3 asbestos work must—

- (a) ensure that the appropriately registered asbestos contractor performs only type 2 or type 3 asbestos work, as the case may be;
- (b) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client prior to asbestos work taking place;
- (c) in consultation with the registered asbestos contractor, compile a plan of work in accordance with regulation 15;
- (d) approve and submit the plan of work at least seven days prior to commencement of asbestos work to the Chief Director: Provincial Operations for acknowledgement;

- (e) receive acknowledgement from the Chief Director: Provincial Operations within the seven-day period;
- (f) confirm the employee medical certificate of fitness and asbestos training records for that asbestos work;
- (g) provide guidance and site-specific instructions to the registered asbestos contractor on the approved plan of work;
- (h) inspect adherence to the approved plan of work and requirements of these Regulations;
- (i) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (j) perform planned asbestos air monitoring in accordance with regulation 16 and provide, as soon as is reasonably practicable, air monitoring results to the registered asbestos contractor and asbestos client;
- (k) issue a written report, which includes findings and, where necessary, recommendations; and
- (l) ensure that, upon completion of type 2 or type 3 asbestos work, clearance is performed as required in regulation 22.

## **Disputes**

14. (1) The following provisions apply if uncertainty exists with regard to, or if a dispute arises concerning, the classification of type 1, 2 or 3 asbestos work under this regulation-

- (a) The employer responsible for the work area where asbestos work is to be carried out must obtain the services of an approved inspection authority that must make a decision concerning the type of asbestos work; or
- (b) the employer or self-employed person responsible for the work area where asbestos work is to be carried out must refer the dispute to the chief inspector, who must make a decision concerning the type of asbestos work;
- (c) the employer or self-employed person responsible for the work area, who notifies the approved inspection authority or chief



inspector, must promptly inform other parties that such authority or inspector has been notified;

- (d) the approved inspection authority or chief inspector must investigate the matter and give the parties a decision in writing within 30 days; and
- (e) the asbestos work under dispute must cease until a decision under subregulation (2) is obtained.

(2) Should a dispute arise over the interpretation relating to matters in subregulation (1)(a), the affected person may appeal against the interpretation to the chief inspector.

### **Plan of work**

15. (1) A written approved plan of work, as contemplated in regulation 12(3), must include at least the following:

- (a) Name, contact details and responsibilities of the registered asbestos contractor, approved inspection authority, asbestos waste transporter, asbestos waste disposal site and asbestos client, where applicable;
- (b) name and contact details of the asbestos removal supervisor for the asbestos work site;
- (c) details of the asbestos to be removed, including the location, type, estimated quantity and condition of the asbestos;
- (d) a list of employees' names and identification numbers with verification of valid asbestos training and medical surveillance records for the asbestos work site;
- (e) expected commencement and completion dates;
- (f) air monitoring method used, and frequency of air monitoring, in accordance with regulation 16;
- (g) details of how the asbestos removal work will take place, including methods of removal, tools and equipment, and the appropriate personal protective equipment to be used;
- (h) details relating to the requirements of decontamination facilities and decontamination procedures;

- (i) details of demarcation, labelling and signage requirements for regulated asbestos areas, asbestos waste and temporary on-site storage areas;
- (j) procedure for decontamination of the work area, tools and equipment;
- (k) emergency procedures in the event of uncontrolled asbestos release;
- (l) method for disposal of asbestos waste;
- (m) detail of asbestos clearance certification; and
- (n) specific relevant prohibitions.

(2) The approved plan of work, as contemplated in regulation 12(3), must contain the signatures of—

- (a) the asbestos client accepting the duties as contemplated in regulation 11(2) and (3);
- (b) the registered asbestos contractor accepting the duties as contemplated in regulation 12; and
- (c) the approved inspection authority for asbestos accepting the duties as contemplated in regulation 13.

### **Air monitoring**

16. (1) In the case of type 2 and type 3 asbestos work, an asbestos client must ensure that air monitoring of the concentration of airborne regulated fibres to which an employee may be exposed, is—

- (a) performed by an approved inspection authority;
- (b) carried out in terms of HSG 248;
- (c) representative of employee exposure; and
- (d) carried out at a frequency determined by the approved inspection authority based on the site-specific asbestos risk assessment.

(2) The results of air monitoring obtained must be compared with the OEL or the OEL short-term exposure limit to ensure that no employee is exposed to asbestos in excess of the prescribed OELs.

(3) Environmental air monitoring must be performed by an approved inspection authority during type 2 and type 3 asbestos work.

(4) Air monitoring referred to in subregulations (1) and (3) must be carried out only after the relevant health and safety representative or relevant health and safety committee has been consulted and given a reasonable opportunity, as mutually agreed, to comment thereon.

### **Medical surveillance**

17. (1) An employer must establish and maintain a system of medical surveillance of employees if—

- (a) the employer is registered as an asbestos contractor;
- (b) in the opinion of an occupational medicine practitioner, after consideration of the results of the asbestos risk assessment carried out in terms of regulation 5(5)(d), it is reasonably likely that an asbestos-related disease may occur under the particular conditions of an employee's work; or
- (c) an occupational medicine practitioner recommends that the relevant employee should be under medical surveillance.

(2) In order to comply with subregulation (1), an employer must appoint an occupational medicine practitioner to document the system of medical surveillance of employees, including—

- (a) consideration of—
  - (i) the risk of developing occupational asbestos-related diseases; and
  - (ii) medical fitness to work requirements, including fitness to wearing a respirator;
- (b) an initial health evaluation before commencement of asbestos work, which comprises—
  - (i) an evaluation of the employee's medical, occupational, exposure and social history;
  - (ii) an appropriate physical examination;
  - (iii) a chest radiograph; and
  - (iv) any other additional medical examination, such as pulmonary function testing, which, in the opinion of the occupational medicine practitioner, is necessary to enable

such practitioner to perform an appropriate health evaluation;

- (c) periodic health evaluations conducted, considering medical tests contemplated in subregulation (2)(b), at intervals determined by subregulations (2)(a) and 4(b);
- (d) the duties of an occupational health practitioner, conducted under the direction of the appointed occupational medicine practitioner; and
- (e) making the documented system of medical surveillance available to the health and safety representative or health and safety committee, who is entitled to further clarification, if they so request.

(3) The appointed occupational medicine practitioner must notify the employer in writing of the outcomes of the health evaluation by issuing the certificate of medical surveillance, subject to the following:

- (a) The information provided to the employer is limited to the presence of an occupational disease and the fitness of the employee to perform the inherent requirements of the job, and may not include confidential medical information;
- (b) the employee is informed of the outcome of the health evaluation; and
- (c) an employee is assessed to be temporarily medically unfit to perform work if there is a reasonable expectation that the employee's health will improve, and that such employee will be able to return to work.

(4) An employer may not permit an employee who was certified by an occupational medicine practitioner as medically unfit to work in a regulated asbestos area: Provided that the employee may return to perform that work after being certified fit by an occupational medical practitioner, and after—

- (a) being informed of the results of the exposure assessments; and
- (b) being prescribed medical tests in the frequency they should be repeated based on the risks.

- (5) The certificate of medical surveillance, as contemplated in subregulation (3)—
- (a) must be provided by the employer to the employee upon termination of employment; and
  - (b) may be used for subsequent asbestos work for the full duration of its validity period.

(6) The employer must record, investigate and report the occupational disease contemplated in subregulation (3)(a) in compliance with section 25 of the Act and regulation 8 of the General Administrative Regulations, 2003.

(7) An employer must ensure that the employee provides written informed consent for inclusion in the medical surveillance programme, which forms part of the medical surveillance record.

### **Regulated asbestos area**

18. An employer or self-employed person undertaking type 1, type 2 or type 3 asbestos work must—

- (a) clearly demarcate and identify the relevant area as a regulated asbestos area in accordance with regulation 20; and
- (b) ensure that no person enters or remains in a regulated asbestos area unless he or she wears the appropriate type and correctly fitting respiratory protective equipment and protective clothing as contemplated in regulation 19.

### **Personal protective equipment and facilities**

19. (1) An employer or self-employed person must—

- (a) provide respiratory protective equipment and protective clothing suitable for protection against regulated asbestos fibres to all persons who may be exposed to asbestos;
- (b) ensure that the respiratory protective equipment provides the appropriate level of protection for the type of asbestos work to be undertaken; and

- (c) ensure that a person's exposure is adequately controlled as contemplated in regulation 9.

(2) Where respiratory protective equipment is provided, the employer or self-employed person must ensure that—

- (a) the relevant equipment is capable of keeping the exposure level below the OEL for asbestos;
- (b) the relevant equipment is correctly and properly used, stored and maintained;
- (c) information, instruction, training and supervision that are necessary with regard to the use of the equipment are provided to the persons; and
- (d) the equipment is kept in good condition and efficient working order.

(3) An employer or self-employed person must, as far as is reasonably practicable—

- (a) issue no personal protective equipment to a person unless such equipment is cleaned, decontaminated and, where appropriate, sterilised;
- (b) provide separate containers or storage facilities for personal protective equipment not in use; and
- (c) ensure that all personal protective equipment not in use is stored only in the place provided.

(4) An employer or self-employed person must, as far as is reasonably practicable, ensure that all personal protective equipment contaminated with asbestos dust is thoroughly cleaned and handled in accordance with the following procedures-

- (a) Where personal protective equipment is cleaned on the premises of the asbestos client, care must be taken to prevent contamination during handling, transport and cleaning; and
- (b) water that is used for decontamination or cleaning of equipment must be filtered in accordance with regulation 9(3) before being released into any water system.

(5) Subject to subregulation (3)(a), an employer or self-employed person must ensure that no person removes dirty or contaminated personal protective equipment from the workplace: Provided that where personal protective equipment contaminated with asbestos dust has to be disposed of, it must be treated as asbestos waste as contemplated in regulation 21.

(6) Subject to the Facilities Regulations, 2004, published as Government Notice R.924 in *Gazette* No. 26636 of 3 August 2004, the employer must—

- (a) provide employees involved in type 1 and type 2 asbestos work with adequate washing facilities, which are readily accessible and located in an area where the facilities will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust;
- (b) provide employees involved in type 3 asbestos work with a decontamination facility, in accordance with HSG 248, Chapter 9, which facility is readily accessible and located in an area where it will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust.

### **Labelling and signage**

20. (1) All asbestos in place listed in the inventory of asbestos in place, as required by regulation 4, must be clearly and legibly identified using the pictogram specified in Annexure 1.

(2) All asbestos waste must be clearly labelled—

- (a) using the label specified in Annexure 1;
- (b) as far as is reasonably practicable, using clearly visible and a sufficient number of labels that would adequately serve as a warning of potential exposure; and
- (c) ensuring that a container or vehicle in which asbestos is transported is clearly identified in accordance with the UN Transport of Dangerous Goods or UN Orange Book.

(2) Any asbestos-contaminated soil or land contaminated with asbestos waste must be clearly demarcated and signposted using the asbestos warning signage specified in Annexure 1.

(3) Any regulated asbestos area must be clearly demarcated using the pictograms and signs specified in Annexure 1.

### **Disposal of asbestos**

21. An employer or self-employed person must, as far as is reasonably practicable, ensure that—

- (a) all asbestos waste is placed in containers that will prevent exposure during handling;
- (b) the premises, structure or area are thoroughly checked to ensure that all asbestos waste intended for disposal has been removed;
- (c) all vehicles, reusable containers or any other similar articles, which have been in contact with asbestos waste, are cleaned and decontaminated after use in such a way that such vehicles, containers or similar articles do not cause a hazard inside or outside the workplace concerned;
- (d) a document is obtained from the asbestos disposal site, contemplated in subregulation (e), for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008;
- (e) all persons involved in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with suitable personal protective equipment;
- (f) the drivers of vehicles carrying asbestos waste are provided with written instructions on safety precautions and emergency procedures; and
- (g) where the services of a contractor for the transport and disposal of asbestos waste are used, the contractor complies with the provisions of these Regulations.



**Asbestos clearance certificate**

22. Following the completion of type 2 or type 3 asbestos work, an approved inspection authority must—

- (a) conduct a thorough visual inspection of the relevant work area;
- (b) conduct air sampling to ensure compliance with the clearance indicator;
- (c) ensure that all asbestos waste has been removed in accordance with the requirements of regulation 21; and
- (d) issue a written declaration for the purpose of clearance certification.

**Records**

23. An employer must—

- (a) keep records of all inventories of asbestos in place, asbestos risk assessments, air monitoring results, medical surveillance reports, disposal certificates and clearance certificates as required by regulations 4, 5, 16, 17, 21(d) and 22(d), respectively: Provided that personal medical records may be made available to only an occupational health practitioner;
- (b) subject to subregulation (c), make the records contemplated in subregulation (a), excluding personal medical records, available for inspection by an inspector;
- (c) allow any person, subject to formal written consent by an employee, to peruse the records with respect to that particular employee;
- (d) make the records of all assessments, surveys and air monitoring results, and the asbestos inventory, available for perusal by the relevant health and safety representative or relevant health and safety committee;
- (e) keep all records contemplated in subregulation (a) for a minimum period of 50 years;

- (f) hand over or forward by registered post all records contemplated in subregulation (a) to the relevant Chief Director: Provincial Operations, if the employer ceases activities relating to asbestos work;
- (g) keep a record of training given to an employee in terms of regulation 7 for as long as the employee remains employed at the workplace where the employee is potentially exposed to asbestos.

## **Prohibition**

24. No person may—

- (a) sell, donate, reuse, reinstall or recycle any asbestos or asbestos-containing materials;
- (b) clean or prepare surfaces of asbestos cement materials;
- (c) temporarily store any asbestos or asbestos-containing materials for longer than three months after completion of asbestos removal work, before final disposal;
- (d) temporarily store asbestos-containing materials destined for disposal, which are uncovered or unprotected or stored in a manner that may contaminate ground or water systems or may cause the release of asbestos dust;
- (e) use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person;
- (f) use electrical power tools, such as angle grinders, or any other fast-moving equipment to cut, grind or drill asbestos-containing material;
- (g) smoke, eat, drink or keep food or beverages in a regulated asbestos area or require or permit any other person to smoke, eat, drink or keep food or beverages in such area;
- (h) vacuum asbestos dust using vacuum cleaning equipment other than vacuum cleaning equipment with a filtration efficiency of at least 99 per cent for particles one micrometre in size; or
- (i) carry out any demolition work before all asbestos and asbestos-containing building material has been identified in the inventory of asbestos in place, safely removed or otherwise controlled, as far as is

reasonably practicable, so as to eliminate the uncontrolled release of asbestos and asbestos dust.

### **Offences and penalties**

25. Any person who contravenes or fails to comply with any provision of regulation 3 up to and including regulation 24 is guilty of an offence and upon conviction liable to a fine or to imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of R500,00 for each day on which the offence continues or to additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment must in no case exceed 90 days.

### **Repeal of regulations**

26. (1) The Asbestos Regulations, 2001, published as Government Notice R.155 in *Gazette* No. 23108 of 10 February 2002, are hereby repealed.

### **Short title**

27. (1) These Regulations are called the Asbestos Abatement Regulations, 2020, and come into operation on the date of publication thereof in the *Gazette*.

(2) Regulation 3 and regulation 20 will come into effect 18 months after the promulgation of these Regulations.

**ANNEXURE 1****Asbestos warning labels and signs****1.1 Asbestos warning sign****1.2 Asbestos warning labels**

**ASBESTOS**



**DANGER**

**MAY CAUSE CANCER THROUGH INHALATION**

**CAUSES SKIN IRRITATION**

**Do not handle until all precautions described in the Asbestos Regulations and Safety Data Sheet have been read and understood. Do not breathe asbestos dust. Wear the correct type of respirator that fits properly. When showering, take off the disposable gloves and your overall before removing the respirator. Dispose of asbestos waste in line with the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).**

**ANNEXURE 2****NOTIFICATION OF ASBESTOS WORK****Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)****(Regulation 10 of the Asbestos Abatement Regulations, 2020)**

- 1 (a) Name and registration number of the registered asbestos contractor<sup>\*\*</sup>:

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- (b) Physical address of the registered asbestos contractor:

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- (c) Name and phone number of the contact person of the registered asbestos contractor: \_\_\_\_\_

2. (a) Name of asbestos client: \_\_\_\_\_

- (b) Name and phone number of the contact person of the asbestos client: \_\_\_\_\_

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3. (a) Name of approved asbestos inspection authority (AIA)<sup>\*\*</sup> and its Department of Employment and Labour AIA registration number: \_\_\_\_\_

- (b) Name and phone number of the contact person of the approved inspection authority: \_\_\_\_\_

4. Exact location/address of where the asbestos work will be done: \_\_\_\_\_

GPS coordinates: S \_\_\_\_\_ E \_\_\_\_\_

5. Type and volume of asbestos to be removed/repaired (as applicable): \_\_\_\_\_

6. Expected commencement date: \_\_\_\_\_

7. Expected completion date: \_\_\_\_\_

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**Registered Asbestos Contractor<sup>\*\*</sup>**

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Date

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**Asbestos Client**

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Date

**The completed document must be sent to the Chief Director: Provincial Operations of the province where asbestos work is to take place, seven days prior to commencement of asbestos work.**

**<sup>\*\*</sup> Not applicable in the case of type 1 asbestos work.**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any



person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)