

Mossel Bay Municipality

## FORMAL WRITTEN QUOTATION

### FWQ359/2021/2022 REPAIR AND MANUFACTURE HDPE PIPES

CLOSING DATE: 6 MAY 2022

CLOSING TIME: 12:00

NAME OF BIDDER\* : .....

ADDRESS\* : .....

: .....

: .....

: .....

TEL NUMBER\* : .....

FAX NUMBER\* : .....

E MAIL\* : .....

CENTRAL SUPPLIER DATABASE REG NO\* : .....

B-BBEE LEVEL OF CONTRIBUTION\* : .....

QUOTATION AMOUNT (VAT INCLUDED)\* : .....

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Prepared by:  
Mossel Bay Municipality  
PO Box 25  
Mossel Bay  
6500

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**CLOSING DATE: 6 MAY 2022**

**CLOSING TIME: 12:00**

**FWQ359/2021/2022 REPAIR AND MANUFACTURE HDPE PIPES**

Formal written quotations are hereby invited from contractors with a 1CE or higher CIDB grading for the repair and manufacturing of HDPE pipes for the Desalination Plant, Mossel Bay Municipality.

Formal written quotations must be submitted on original documents and remain valid for 90 days after the closing date of the quotation. Enquiries about the quotation can be addressed to Mr. T Nel at telephone (044) 606-5000 (X 6222)

A set of the documentation can be obtained at a non-refundable cost of R254,80 per set from Ms Lizette du Toit who may be contacted at telephone (044) 606-5199; or e-mail at [ldutoit@mosselbay.gov.za](mailto:ldutoit@mosselbay.gov.za) Payments must be made at the cashiers at the Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay. A set of quotation documents can also be obtained free of charge on our website at <https://www.mosselbay.gov.za/formal-written-quotations-available>

Fully completed written quotations must be placed in a sealed envelope and deposited in the **tender box at the Entrance of the Mossel Bay Town Hall, Marsh Street 101, Mossel Bay**, by not later than **12:00 on Friday, 6 May 2022** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelope must be endorsed clearly with the name, number and closing date of the quotation as shown above.

The formal written quotations will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued at request only for documents handed in during office hours from Mondays to Fridays. Receipts will not be issued for documents placed in the tender box after hours or which are received by mail.

This formal written quotation is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that the Plastic Pipe Sector has been designated with a minimum threshold of 100% for local content and production.

- i) The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Thursday, 28 April 2022.
- ii) Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content

The tender box will be emptied just after 12:00 on the closing date, after which all quotations will be opened in public. Late quotations or quotations submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality does not bind itself to accepting the lowest quotation.

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality may only accept quotations from prospective suppliers who are registered on the Central Supplier Database.

**MR C PUREN  
MUNICIPAL MANAGER**

## SECTION 1.2: CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this formal written quotation as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of quotation documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### 1.2.2 Completion of Documents

- (a) The original document must be completed fully in black ink and signed by the authorised signatory to validate the quotation. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the quotation.
- (b) Documents may not be retyped. Retyped documents will result in the disqualification of the quotation.
- (c) The complete original document must be returned. Missing pages will result in the disqualification of the quotation.
- (d) No unauthorised alteration of this set of documents will be allowed. Any unauthorised alteration will disqualify the quotation automatically. Any ambiguity has to be cleared with contact person for the quotation before the closure date and time.
- (e) The quotation document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted quotation document by a bidder and the quotation document provided by the Municipality.

### 1.2.3 Compulsory Documentation

#### 1.2.3.1 Tax Clearance Certificate

- (a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

### 1.2.4 Other Documentation

#### 1.2.4.1 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's **AND** the Director/s municipal account (for the Municipality where the bidder pays his account) **for the month preceding the quotation closure date** must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder,

the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

#### **1.2.5 Authorised Signatory**

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order.

#### **1.2.6 Quantities of Specific Items**

If quotations are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

#### **1.2.7 Site / Information Meetings**

- (a) No site or information meetings required.

#### **1.2.8 Submission of Quotation**

- (a) The quotation must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the quotation title as well as closing date and time and
  - placed in the **tender box at the Entrance of the Mossel Bay Town Hall, Marsh Street 101, by not later than 12:00 on Friday, 6 May 2022.**

OR

- be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.
- (b) Faxed, e-mailed and late quotations will not be accepted. Quotations may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

### **1.2.9 Expenses Incurred in Preparation of Quotation**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the quotation.

### **1.2.10 Contact with Municipality after Closure Date**

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

### **1.2.11 Opening, Recording and Publications of Quotations Received**

- (a) Quotations will be opened on the closing date immediately after the closing time specified in the documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of quotations received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

### **1.2.12 Evaluation of Quotations**

Quotations will be evaluated in terms of their responsiveness to the quotation specifications and requirements as well as such additional criteria as set out in this set of documents.

### **1.2.13 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

### **1.2.14 Contract**

The successful bidder will be expected to sign an agreement/contract within 7 days of the date of notification by the Mossel Bay Municipality that his/her bid has been accepted. The Municipality, at its discretion, may also request the signing of an additional Service Level Agreement, which, together with the signed quotation document, will constitute the full agreement between the Municipality and the successful bidder.

### **1.2.15 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

### **1.2.16 Subcontracting**

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a

procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
  - (i) the provision of labour, or
  - (ii) the purchase of materials which are in accordance with the Contract, or
  - (iii) the purchase or hire of Construction Equipment.

### **1.2.17 Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

### **1.2.18 Past Practices**

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past closed quotation.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past closed quotation.

### **1.2.19 Validity of BEE certificates:**

- (a) If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- (b) If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location

of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or copy of the original.

**(c) If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or copy of the original.

**(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

**1.2.20 MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

"Failure to submit a completed and signed MBD6.2, the Local Content Declaration and Annexure C (Content Declaration - Summary Schedule) by closure of tender, **will be seen as submitting a non-responsive bid.**"

**1.2.21 Enquiries**

Enquiries in connection with this quotation, prior to the closure date, may be addressed to Mr. T Nel at telephone (044) 606-5000 (X 6222)



## SECTION 2.1: SPECIFICATIONS

- Butt Weld all HDPE (high-density polyethylene) pipes on site: Mossel Bay Municipality Desalination Works, to fit existing installation and, must perform all Electrofusion and Butt Fusion according to Alprene Plastics standards.
- Supplier must have HDPE Fusion Welding equipment for up to 225mm pipe
- Weld and assemble each pipe to fit in existing positions

## SECTION 2.2: PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

- 2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.
- 2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- 2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
- |           |  |
|-----------|--|
| Unit:     | The unit of measurement for each item.                       |
| Quantity: | The number of units of work for each item.                   |
| Rate:     | The agreed payment per unit of measurement.                  |
| Amount:   | The product of the quantity and the agreed rate for an item. |
- 2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and will not be evaluated.
- 2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
- 2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- 2.2.8 All prices must be inclusive of VAT.
- 2.2.9 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- 2.2.10 The bid will be evaluated on the total **amount of the contract, in other words the rates/amount per item multiplied by the estimated quantities.**

**PRICING:**

ITEM NR	DESCRIPTION	TYPE	QTE	UNIT COST/RATE VAT INCL.	AMOUNT VAT INCL.
1	Site Establishment	Sum	1		
2	Supply of Bra Saddle 225mm	Each	3		
3	Supply of Tra Adapter 2"	Each	3		
4	Supply of Elbow 90deg 225mm	Each	3		
5	Supply of FI Adapter 225mm	Each	6		
6	Supply of FI Adapter 110mm	Each	1		
7	Supply of 225mm HDPE Pipe	m	6		
8	Supply of 225mm Back rings	Each	6		
9	Butt Welding of all fittings	All	All		
	<b>TOTAL AMOUNT VAT INCL.</b>				

## CONDITIONS OF CONTRACT:

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

### 1. AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT:

- 1.1 *Clause 2.1.2* All materials removed, other than building rubble, to be carted away to the Municipal Stores in Schoeman Street, with proof of delivery provided to the Employer's Agent prior to Completion.
- 1.2 *Clause 4.4.1* The Contractor shall not Sub Contract more than 25% of the total Contract, unless approval is provided by the Employer.
- 1.3 *Clause 5.3.1* Completed Risk Assessment form to be completed by the Contractor before work commences on Projects with Contract Value under R30 000.00, and submitted the Employer's agent.
- 1.4 The Contractor to submit a Health and Safety Plan, as per the Occupational Health and Safety Act No. 85 of 1993, to the Municipal Health and Safety Officer for consideration for approval before work commences on Projects with Contract Values of R30 000.00 and above.
- 1.5 *Clause 5.6.1* Before Commencing of Works with Contract Value above R30 000.00, the Contractor shall provide an initial Programme of Works.
- 1.6 *Clause 5.13.1* The Contractor will be liable to pay the sum of 5% of the Contract Value per day to the Employer if Contractor fails to complete the Works within Completion time.
- 1.7 *Clause 6.3.1.1* Total of the Variation Orders shall be limited to 20% of the Contract Value to increase or decrease of any work included in the Contract.
- 1.8 *Clause 6.7.1* The quantities provided in the Scope of Works / Pricing Schedule are the estimated quantities only and should not be used for Tender Purposes. It shall be the responsibility of the Contractor to check all measurements on site.
- 1.9 *Clause 6.10.3* Payments to the Contractor for work completed, shall be subjected to 5% Retention by the Employer for a period of three months.
- 1.10 *Clause 7.2.1* All products used other than specified in the Scope of Work, to be approved by the Employer's Agent. Work carried out under this Contract, must conform to the South African National Standards.

### 2. GENERAL CONDITIONS OF CONTRACT TO BE NOTED BY THE CONTRACTOR:

- 2.1 *Clause 2.1.2.3* It is the responsibility of the Contractor to have knowledge of the extent and nature of the work and materials required for carrying out the completion of the works before submitting his tender.
- 2.2 *Clause 4.2.2* *The Contractor shall take instructions only from the Employer's Agent, the Employer's Agent's Representative.*
- 2.3 *Clause 4.11.1* *To carry out and complete the Works the Contractor shall employ on the Site only such persons that are careful, competent and efficient in their various trades and professions.*
- 2.4 *Clause 4.12.1* *The Contractor shall provide all necessary superintendence while carrying out the Works.*
- 2.5 *Clause 5.15.1* *On Completion of the Works the Contractor shall clear away and remove from the Site all Construction Equipment, surplus material, rubbish and Temporary Works.*
- 2.6 *Clause 5.16.3* *The Contractor's liability for any latent defects shall continue beyond the date of completion.*
- 2.7 *Clause 7.2.1* *Quality of Plant, workmanship and materials to be suitable for the purpose intended.*
- 2.8 *Clause 7.5.1/3* *No part of Works or excavations shall be covered up or put away without the consent of the Employer's Agent.*
- 2.9 *Clause 7.5.3* *Adequate notice to be given to the Employer when parts of the Work are ready for inspection.*

**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>					
BID NUMBER:	<b>FWQ359/2021/2022</b>	CLOSING DATE:	<b>6 MAY 2022</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>FWQ359/2021/2022 REPAIR AND MANUFACTURE HDPE PIPES</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<p><b>The Tender Box</b>  <b>Mossel Bay Municipality</b>  <b>PO Box 25</b>  <b>MOSSEL BAY</b>  <b>6500</b></p>					
<p><b>Or</b></p>					
<p><b>deposited in the tender box situated at the Entrance of the Mossel Bay Town Hall, Marsh Street 101, Mossel Bay,</b></p>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mr. T Nel
CONTACT PERSON	Lizette du Toit	TELEPHONE NUMBER	(044) 606-5000 (X 6222)
TELEPHONE NUMBER	(044) 606 5199	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tnel@mosselbay.gov.za
E-MAIL ADDRESS	<a href="mailto:ldutoit@mosselbay.gov.za">ldutoit@mosselbay.gov.za</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. 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></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. 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></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**SECTION 4.1 MBD4: DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

3.4 Company registration number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If so, furnish particulars.

.....

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

\_\_\_\_\_

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars:

.....

3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If so, furnish particulars:

.....

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

3.13.1 If so, furnish particulars:

.....

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

3.14.1 If yes, furnish particulars:

.....



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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SECTION 4.2 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

---

### 1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

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

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

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE: .....

ADDRESS: .....

.....

.....

**MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

**DECLARATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity  
as ..... of the business trading as ..... to sign all

documentation in connection with Formal Written Quotation: FWQ359/2021/2022 REPAIR AND MANUFACTURE HDPE PIPES

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.



## **SECTION 4.3: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
7. Supply of 225mm HDPE Pipe	100%

3. Does any portion of the goods or services offered have any imported content?  
(**Tick applicable box**)

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

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. FWQ359/2021/2022 REPAIR AND MANUFACTURE HDPE PIPES**

**ISSUED BY: MOSSEL BAY MUNICIPALITY.**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SECTION 4.3: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b></p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

#### **SECTION 4.4 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

FWQ359/2021/2022 REPAIR AND MANUFACTURE HDPE PIPES  
\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY  
\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**SECTION 5: DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....

**SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)**

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

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
3.	.....
DATE:	.....

**SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your quotation under reference number FWQ359/2021/2022 dated ..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
REPAIR AND MANUFACTURE HDPE PIPES					100% (ITEM 7)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## MOSSEL BAY MUNICIPALITY

### FORMAL WRITTEN QUOTATION FWQ359/2021/2022:

#### REPAIR AND MANUFACTURE HDPE PIPES

#### HEALTH AND SAFETY SPECIFICATION FOR PRINCIPAL CONTRACTORS (for works where Mossel Bay Municipality appoints the contractor as the principal contractor for construction work)

### 1. GENERAL

#### 1.1 Application

This Health & Safety Specification applies to all contractors who carry out work at MOSSEL BAY Municipality's premises, where the contractor is appointed principal contractor under the Occupational Health and Safety Act 85 Of 1993.

#### 1.2 Definitions

In this Health & Safety Specification:

- 1.2.1 Competent person has the meaning given in the Construction regulations GNR 84 of 07 February 2014.
- 1.2.2 Contractor means a person, corporation or other entity that carries out work for MOSSEL BAY MUNICIPALITY.
- 1.2.3 Employee includes a person engaged by the Contractor as a sub-contractor and a person employed or engaged by a sub-contractor.
- 1.2.4 OHS Act means the Occupational Health and Safety Act 85 of 1993.
- 1.2.5 OHS Regulation means the Occupational Health and Safety Regulation promulgated under the Occupational Health and Safety Act 85 of 1993.
- 1.2.6 Work Cover means the cover under the Compensation for Injuries and Diseases Act 130 of 1993.

#### 1.3 Comply with laws

- 1.3.1 The Contractor must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.

### 2 WORKING AT MOSSEL BAY MUNICIPALITY'S PREMISES

#### 2.1 Hazard Identification and Risk Assessment

Before carrying out any work at MOSSEL BAY Municipality's premises the Contractor must, in consultation with MOSSEL BAY MUNICIPALITY:

- 2.1.1 identify any foreseeable hazard associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person,
- 2.1.2 assess the risk of harm to the health or safety of any person arising from any hazard identified, and
- 2.1.3 eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.

#### 2.2 Review of risk assessments and control measures

The Contractor must review a risk assessment, and any measures adopted to control the risk, whenever:

- 2.2.1 there is evidence that the risk assessment is no longer valid, or
- 2.2.2 injury or illness results from exposure to a hazard to which the risk assessment relates, or
- 2.2.3 a significant change is proposed in the place of work, the scope of work or in work practices or procedures to which the risk assessment relates.

## **2.3 Competence of employees**

The Contractor must ensure that each employee:

- 2.3.1 has the necessary skills, knowledge, qualifications, training, competence and experience, and
- 2.3.2 has appropriate verbal and written language skills and the necessary literacy, to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 Of 1993 and the OHS Regulations.

## **2.4 Supervision of employees**

- 2.4.1 The Contractor must ensure that the Contractor's employees are adequately supervised by a competent person while carrying out work at MOSSEL BAY Municipality's premises.

## **2.5 Personal protective equipment**

The Contractor must ensure that each person carrying out work at or visiting MOSSEL BAY Municipality's premises:

- 2.5.1 Is provided with, and wears at all times if necessary, all the appropriate personal protective equipment including if required, but not limited to:
  - (a) head protection (safety helmet),
  - (b) protective footwear (lace-up with steel toe protector),
  - (c) hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
  - (d) eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
  - (e) respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
  - (f) hand protection (including safety gloves),
  - (g) wet weather clothing and footwear,
  - (h) sun protection cream when exposed to excessive sun,
  - (i) high visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.
  - (j) Is informed of any limitations of the equipment, and
  - (j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

## **2.6 Contractor's plant**

The Contractor must:

- 2.6.1 Comply with, and ensure that all plant complies with, the requirements of the applicable OHS Regulations, including in particular the requirements of:
  - (a) Design, manufacture and registration of plant,
  - (b) Supply of plant, and
  - (c) Working with plant,
- 2.6.2 Ensure that all hazards arising from the installation, commissioning, erection and use of plant, and the systems of work associated with plant, are identified and the consequent risks assessed and eliminated or controlled,
- 2.6.3 Ensure that all plant is properly inspected, maintained, repaired and cleaned by a competent person in accordance with the requirements of the OHS Regulation and manufacturers' procedures, specifications or instructions, ensure that each employee who will be operating plant:
  - (a) holds any licence or certificate necessary to operate the plant, and
  - (b) has been provided with adequate information and training in the inspection, use, operation, maintenance and care of the plant.

## **2.7 Certification of employees**

The Contractor must ensure that:

- 2.7.1 each employee who will be carrying out scheduled work under the Construction regulations holds a recognised qualification or a certificate of competency issued by an approved training authority
- 2.7.2 each employee who will be carrying out formwork and scaffolding or who will be operating or using explosive-powered tools holds a certificate of competency.

## **2.8 Contractor's permits – Asbestos Removal.**

### **Definitions**

In this clause:

- 2.8.1 **demolition work, friable asbestos removal work and permit** have the meanings given in the Construction Regulations and the Asbestos Regulations.

- 2.8.2 **Asbestos removal Method Statement**

Before carrying out any demolition work or friable asbestos removal work the Contractor must provide to MOSSEL BAY MUNICIPALITY a satisfactory method statement how that work will be carried out which will be approved prior to commencement.

## **2.9 Signs**

- 2.9.1 The Contractor must place or erect signs stating the Contractor's name and contact telephone numbers (including an after-hours emergency telephone number) on each construction site for which the Contractor is appointed principal contractor. The signs must be clearly visible from outside the site.

## **3. CONSTRUCTION WORK**

### **3.1 Contractor Health & Safety Plan**

- 3.1.1 The Principal Contractor must ensure that where construction work carried out under the requirements of the Construction Regulations, a Health & Safety Plan (HSP) is prepared. The Contractor must ensure that the HSP is provided to MOSSEL BAY MUNICIPALITY for review and approval before work commences.

### **3.2 Site-specific Health & Safety Plan**

The Contractor must ensure that a Site-specific Health & Safety Plan is prepared for each place of work at which construction work is to be carried out. In particular, the Contractor must ensure that:

- 3.2.1 the Health & Safety Plan is prepared in accordance with the OHS Act 85 of 1993 and Regulations and the Health & Safety Specification,
- 3.2.3 the Health & Safety Plan is maintained and kept up to date during the course of the work in relation to which the Contractor has been appointed principal contractor, and
- 3.2.4 the Health & Safety Plan is kept at the construction site and is made available for inspection by any person working at or about to commence working at the site, an employee member of an OHS committee, an OHS representative, a person elected by the persons employed at the site to represent a group of employees on health and safety matters or (if the employees agree) an appropriate representative of an industrial organisation of employees.

### **3.3 Safe work method statements**

- 3.3.1 The Contractor must ensure that safe work method statements (whether prepared by the Contractor or its sub-contractors) are prepared in accordance with the Construction Regulations in order to manage high risk activities and signed off by the Contractor.

### **3.4 Sub-contractors**

The Contractor must ensure that:

- 3.4.1 a copy of the Site-specific Contractor's Health & Safety Plan is provided to each sub-contractor before the sub-contractor commences work at the construction site,

- 3.4.2 if any change is made to the Health & Safety Plan, a copy of any part that has been changed and that is relevant to a sub-contractor is provided to the sub-contractor as soon as practicable after the change is made,
- 3.4.3 each sub-contractor, before commencing work at the site, provides the Contractor with a written safe work method statement for the work to be carried out by the sub-contractor,
- 3.4.4 each sub-contractor is directed to comply with:
  - (a) the safe work method statement that the sub-contractor has provided, and
  - (b) the requirements of the OHS Act and the OHS Regulation,
- 3.4.5 the sub-contractor's activities are monitored to the extent necessary to determine whether the sub-contractor is complying with:
  - (a) the safe work method statement, and
  - (b) the requirements of the OHS Act and the OHS Regulation, and
- 3.4.6 if the sub-contractor is not complying, the sub-contractor is directed to take action immediately to comply with the safe work method statement or the requirements of the OHS Act and the OHS Regulation, or both, and
- 3.4.7 if a risk to the health or safety of a person arises because of the non-compliance, the sub-contractor is directed to stop work immediately and not to resume work until the safe work method statement or those requirements, or both, are complied with, unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the sub-contractor must be directed to stop work as soon as it is safe to do so.

### **3.5 Induction Training**

- 3.5.1 Before the Contractor commences carrying out construction work at MOSSEL BAY MUNICIPALITY's premises the Contractor must ensure that each person who will be carrying out construction work has been inducted by the contractor, a record thereof to be recorded in a register as proof.

### **3.5.2 Provision of further OHS induction training**

The Contractor must:

- (a) identify any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site, and
- (b) if any such change is identified, ensure that each person carrying out work at the site undergoes such work activity based health and safety induction training or site-specific health and safety induction training as is necessary to enable the person to carry out that work safely despite the change.

### **3.5.3 Visitors**

The Contractor must ensure:

- (a) that each visitor is provided with all information, instruction, training and personal protective equipment necessary to ensure the visitor's health and safety while at the site.

### **3.6 Safety briefings ('Toolbox Talks')**

The Contractor must:

- 3.6.1 conduct safety briefings ('Toolbox Talks' or pre-work briefings) weekly or before the commencement of each week to discuss the work and deal with problems to be addressed by persons working at the construction site (including hazards associated with the site and the work to be carried out and existing and proposed measures or procedures to control any reasonably foreseeable risk to the health or safety of any person),
- 3.6.2 conduct a safety briefing whenever the Contractor identifies any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site,
- 3.6.3 ensure that each person working at the construction site attends any safety briefing, and
- 3.6.4 keep a record of each safety briefing including:
  - (a) the date, time and location of the safety briefing,



- (b) the specific topics and issues discussed, and
- (c) the names and signatures of the attendees.

### **3.7 Site access**

- 3.7.1 The Contractor must ensure that vehicular and pedestrian access to and exit from the construction site is strictly controlled in accordance with appropriate procedures. In particular, the Contractor must ensure that procedures to control and prevent unauthorised entry to the site require:
  - (a) all employees and visitors to sign a visitors' book on entering the site,
  - (b) all visitors to be accompanied at all times by a person who has been provided with OHS induction training.

### **3.8 Hazardous substances and dangerous goods**

- 3.8.1 The Contractor must ensure that a register containing details of all hazardous substances and dangerous goods being used, stored or handled at each place of work at which work in relation to which the Contractor has been appointed principal contractor is carried out is kept and maintained at the place of work while work is being carried out.
- 3.8.2 The disposal of any hazardous substances by contractors must be carried out according regulatory requirements. Proof of the safe disposal of substances needs to be submitted by the contractor upon request by any interested and effected parties.
- 3.8.3 The Contractor must ensure that Material Safety Data Sheets are available for all hazardous substances used, stored or handled at each place of work for information and training of personnel.

### **3.9 Audits and reviews**

- 3.9.1 The Contractor acknowledges and agrees that MOSSEL BAY MUNICIPALITY, may carry out periodic or occasional audits, inspections and reviews of the Contractor's and the Contractor's sub-contractors' safety management systems, plans, practices and performance, using audit and review frameworks established by the client or agent.
- 3.9.2 The Contractor will be required to submit a corrective action plan to MOSSEL BAY MUNICIPALITY on any non-conformances detected during an audit in writing within 5 days.

oooOOOooo

## **ADDENDUM 2: CONTRACTOR 37 (2) AGREEMENT**

### **CONTRACTOR 37 (2) AGREEMENT**

#### **MEMORANDUM OF AGREEMENT**

Entered into by and between

#### **MOSSEL BAY MUNICIPALITY**

(hereinafter referred to as “the Municipality”)  
of the one part

and

---

(hereinafter referred to as “the Contractor”)  
of the other part

WHEREAS the Municipality manages Construction, Installation and Maintenance work on equipment and other infrastructure belonging to the Municipality

AND WHEREAS the Contractor has agreed to carry out the physical execution of such types of Construction, Installation and / or Maintenance work as agreed between the Municipality and the Contractor from time to time.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

The Contractor undertakes to provide the labour, transport, machinery, instruments and material to carry out the Construction, Installation and / or Maintenance work, subject to the following terms and conditions:

#### **1. DEFINITIONS**

For the purpose of this Agreement, and Annexure A attached hereto, unless the context clearly indicates the contrary, the following words and expressions shall have the meaning hereby assigned to them:

- 1.1 “This Agreement” means this Agreement entered into between the parties and Annexure A hereto.
- 1.2 “The Municipality” means Mossel Bay Municipality.
- 1.3 “The Contractor” means \_\_\_\_\_
- 1.4 “Due Date / Time” shall mean the date and time when the work should be completed in terms of the service levels agreed on between the Municipality and the Contractor.
- 1.5 “Effective Date” means the date on which this agreement comes into effect, which shall be the date of signing.
- 1.6 “Equipment” means all types of installed equipment (regardless of make, brand or age) installed in, on or upon the Sites.
- 1.7 “Designer” means the specific Designer contracted by the Municipality to manage Construction, Installation and/or Maintenance work on their behalf.
- 1.8 “Site/s” means any location where the Client Concerned have equipment or infrastructure installed.

1.9 "Operation Procedures" means the procedures contained in Annexure A hereto which the Contractor is obliged to follow when performing work on behalf of the company

## 2. COMMENCEMENT AND DURATION

2.1 Notwithstanding the date of signature of this agreement, this agreement shall commence on the Effective Date and shall, subject to a breach of any of the provisions hereof, continue in force for the duration of the project period, subject to the right of either party to terminate this agreement on no less than 30 (thirty) days written notice to the other party, provided that:

2.1.1 **The duration of the contract may be extended for such a period of time as mutually agreed by the Municipality and the Contractor. Such extension will be noted in a formal letter from the Municipality, signed for acceptance by the Contractor.**

2.1.2 **No contractor may start work without written authorisation of the Municipality.**

## 3. OBLIGATIONS OF THE CONTRACTOR

3.1 The work undertaken in terms of this Agreement by the Contractor will be carried out in conformity with all the necessary specifications and requirements prescribed by the Municipality and the Clients Concerned from time to time in respect of Health, Safety, Environmental (HSE) and Technical standards and in strict compliance with:

3.1.1 all and/or any current Statutory Act/s of Parliament of the Government of the Republic of South Africa and any Regulations promulgated under any such Act.

3.1.2 all and/or any existing or new Municipal or Local or Statutory Authority laws, Bye-laws, regulations and or Notices and Proclamations; and

3.1.3 all and/or any current requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations.

3.1.4 The Occupational Health and Safety Act 85 of 1993 and OHS Regulations

3.1.5 The Compensation for Occupational Injuries and Diseases Act (130 of 1993), be registered with the Compensation Commissioner and have a letter of good standing

3.1.6 The Wiring regulation or Bye-Laws of the particular Municipality, Local and-or Statutory Authority prevailing in the area where any Site is situated and/or work carried out, or in the absence of such Laws, Bye Laws or Regulations, the Wiring Regulations as sanctioned by the SABS shall apply as the standard.

3.2 The Contractor undertakes that while its employees or agents are engaged in the carrying out of construction/installation/repair and/or maintenance work at any of the Sites, they will carry out their duties in such a way as to minimize any interference caused to the operations at the Sites.

3.3 The Contractor shall at the request of the Municipality remove from the sites any employee, agent and/or servant who, in the reasonable opinion of the Municipality constitutes a threat to the safe operation of the Site, and this shall not in any way affect the Contractor's obligations under this Agreement.

3.4 The Contractor undertakes to pay all its employees at least minimum wages and to comply with all conditions of employment laid down by law including registration in terms of the Workman's Compensation Act, Unemployment Insurance.

3.5 The Contractor shall preserve all manufacturer and supplier warranties and guarantees by complying with all pre-conditions relating to the installation, service and maintenance laid down by the manufacturers and suppliers of such equipment and shall, as far as reasonably possible, ensure that such manufacturers and suppliers honor their warranties and guarantees.

3.6 Where the Contractor fails to carry out any work within the specified period, the Municipality shall have the right to recover from the Contractor reasonable charges raised by a third party contracted by the Municipality to effect the work, provided that the Municipality shall before instructing such third party warn the Contractor

that, in view of its failure to effect the service, a third party is to be instructed to do so unless the Contractor effects the service within a reasonable stipulated period.

- 3.7 It is noted that in terms of the OHS Act, contractors and their employees are not permitted to work under hazardous conditions or on equipment that is unsafe. Except where there is a contractual obligation to render the situation or equipment safe, contract employees will not be required or permitted to work in such situations. Delays and stoppages due to health and safety legal non-adherences are the full responsibility of the contractor.
- 3.8 The Contractor will ensure that its personnel are properly and correctly trained and equipped with the appropriate tools, safety clothing and safety equipment and that they carry adequate and correct stock levels of spares and materials to be able to carry out the work safely and without unnecessary interruptions on the Site.
- 3.9 The contractor will carry a minimum guarantee of 12 months on all materials used and on all workmanship. In certain cases, longer guarantees will be required as specific in enquiry documentation.

## ANNEXURE A

### HEALTH, SAFETY AND ENVIRONMENTAL (HSE) RULES

#### 1. INTRODUCTION

Work on buildings and roofs can pose the normal dangers associated with work performed at elevated heights, including the dangers of workman falling from these heights and the dangers to other workers and the general public associated with falling objects.

1.1 Contractor's employees should also be made aware that safety is not only the responsibility of the employer, but that the OHS Act specifically makes provision for the responsibilities of employees. These responsibilities must be clearly understood by all Contractors' employees.

1.2 It is agreed and understood that the nature of the work may be such that a precise work specification is not always possible or practical. Notwithstanding the aforesaid circumstances all work shall be carried out in accordance with the best industry engineering practices and in accordance with the directions and to the satisfaction of the Municipality. Work of a construction nature will conform to the requirements of the Construction Regulations in conjunction with other OHS Act related Regulations and the contractor must provide evidence of the requirements prior to commencement of the contract.

1.3 The Contractor shall inform the Municipality of any hazardous situations that may arise from the work being performed.

1.4 Potential HSE risks associated with work includes but is not limited to those listed in the table below:

HAZARD	TYPICAL CAUSE	REASON	PRECAUTIONS
Fire/Explosion	Gasoline, Kerosene, LPG Diesel Oil	Products with low flash point cause explosive / flammable vapours	No smoking, open fires, machinery to cause sparks, except in demarcated areas
Asbestosis	Prolonged exposure and inhalation of asbestos fibres	Scarring of lung tissue from asbestos fibre inhalation	Wear approved breathing masks when working with asbestos products
Slippery Surfaces	Slippery Walk Ways & Stairways	Oil on slippery surfaces (Metal Walkways)	Wear safety shoes with correct soles
Soil, Pollution, Potential Fire Hazard	Damage to product lines, tanks: Spills	Accidental release of product from pipelines, tanks etc.	Extreme care when excavating/manoeuvring machinery close to lines or tanks. Disconnecting pipelines
Electrocution	Live High Voltage Cables/Switchgear	Accidental contact with live equipment causes serious burns or death	Extreme care when excavating, avoid unauthorised entry into substations, or tampering with cables: lock out systems
Poisoning	Toxic vapours in confined spaces	Inhalation of toxic vapours	Wear self-contained breathing apparatus, avoid unauthorised entry into confined spaces, ensure proper ventilation

HAZARD	TYPICAL CAUSE	REASON	PRECAUTIONS
Asphyxiation	Excess nitrogen or carbon dioxide	Lack of oxygen	Ventilate and refresh atmosphere (if oxygen level is below 19.5% wear breathing apparatus).
Vehicle Accidents	Collision	Vehicle driven without the necessary caution	Drive according to rules, taking into account site conditions, weather and visibility...
Falling from high equipment	Working in an elevated position	Not wearing a safety harness	Wear a safety harness
Crushing (broken limbs)	Disturbing stacked drums/pallets	Destabilising heavy containers causes uncontrolled movement	Avoid storage areas. Identify unsafe stacking.
Amputation of limbs (hands and fingers)	Contact with high speed rotating machinery	Rotating members grab hold of clothing, limbs, etc.	Lock-out rotating machinery before working on it.
Head injury	Objects falling from overhead	Accidental release of object	Wear hard hat on construction site, including visitors. Erect safety nets.
Damage to hearing	Noise from machines	Noise levels above 85 dBA for extended periods	Wear hearing protection in demarcated areas, or next to noisy machines
Leg & Ankle Injuries	Objects in walkways, drains, trenches & pits	Stumbling over objects or falling into unprotected pits and drains	Clean up rubble, avoid pits and drains

## 2. GUIDANCE IN CASES OF UNCERTAINTY

- 2.1 If any uncertainty regarding the safety of site working conditions should arise, the Municipality's responsible person for the project, must be contacted immediately for guidance.

## 3. APPOINTMENT OF RESPONSIBLE PERSON

- 3.1 The Contractor's Responsible Person shall at all times have his / her written appointment as well as a copy of these rules close at hand whilst on the work site and shall be fully familiar with the requirements thereof.
- 3.2 The Contractor will allow the Municipality to examine the appointment letter of the Responsible Person during site inspections.
- 3.3 The Contractor will allow the Municipality to test the knowledge of the Contractor's personnel, including that of the Responsible Person, regarding these rules during site inspections.

#### **4. DEMARCATION OF WORK AREAS**

- 4.1 Work areas that pose a potential danger to people and public, must be visibly or structurally cordoned off with barriers, netting or wire-fencing with hazard tape applied in zig-zag formation. The method used must be suitable for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes.
- 4.2 The barriers, netting and wire- fencing hazard tape must be neat and clearly visible.
- 4.3 Temporary lighting or effective reflectors shall be implemented if the danger exists that barriers become ineffective during poor visibility or darkness.
- 4.4 Clearly visible Safety Signs shall be installed by the contractor to alert third parties entering the work area of the dangers / hazards that exists in such a work area. These signs shall comply with SABS standards and shall be appropriate for the type of work performed in the work area.

#### **5. CONDUCT OF CONTRACTOR'S PERSONNEL**

- 5.1 The Contractor shall instruct its employees to comply with the following:
  - 5.1.1 Contractor's employees shall be alert and well rested before starting a new shift. Exhaustion can dull the senses and can lead to unnecessary errors and accidents.
  - 5.1.2 No one shall enter any part of the Municipality's premises, including the work site, other than for the purpose carrying out the work specified for the project.
  - 5.1.3 A Contractor may not commence with work on a site, before their presence has been notified to the person in charge of the site.
  - 5.1.4 All Contractor personnel needing access must be issued by the Contractor with a suitable form of identification.
  - 5.1.5 Smoking in buildings and in hazardous areas is strictly forbidden, except in the authorised smoking or other designated areas. Anybody found smoking outside the designated smoking rooms or designated areas may be immediately removed from the premises or dealt with according to disciplinary procedures.
  - 5.1.6 No fire or naked light, matches, cigarette lighters or any other apparatus which can cause ignition, shall be taken into a hazardous area.
  - 5.1.7 Personal protective equipment shall be used and worn in accordance with the safety regulations.
  - 5.1.8 Horseplay, fooling around, skylarking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be maintained at all times.
  - 5.1.9 Running up and down stairs shall not be allowed.
  - 5.1.10 Workers shall be trained to refuse using defective or unsafe equipment.
  - 5.1.11 Stacked items shall be stable and stacked neatly at all times.
  - 5.1.12 Workers shall not clean dust from overalls or skin with compressed air.
  - 5.1.13 Access to and from the work area, must only be via recognised roads or access ways, and not over fences.
  - 5.1.14 Every contract employee must be familiar with the meaning of and obey safety signs / symbols.
  - 5.1.15 Maintenance work on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel.
  - 5.1.16 The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts.
  - 5.1.17 The isolation switch to such equipment shall preferably be locked during the time of the maintenance work and the key to such a lock shall be carried by the person performing the maintenance work.
  - 5.1.18 If it is not possible to lock the isolation switch, the person performing the maintenance work shall secure a clear "Men At Work" sign onto the isolation switch or onto the door or cover that covers such isolation switch.
  - 5.1.19 The person performing such maintenance work shall before commencing any physical work on non-insulated component parts; ensure that there is no electrical power present at such parts, by performing a test using a reliable instrument.

- 5.1.20 When new circuits are installed, the isolation switches and / or circuit breakers for such circuits shall be properly marked in accordance with good electrical reticulation practice and certificates of electrical compliance shall be issued to the Municipality.
- 5.1.21 After completion of the maintenance work and before switching on the isolation switch for testing purposes, the person performing such work shall ensure that all electrical connections are tightly bolted or screwed to their counterparts, that the circuitry is correctly wired and that no short circuits exist.
- 5.1.22 No unqualified or unauthorized person shall be allowed in close proximity to equipment with exposed uninsulated electrical component parts, while electrical tests are being performed. The person conducting such tests shall ensure that the test instruments used are reliable and safe and shall take extra care to prevent accidental contact with live electrical component parts.
- 5.1.23 On completion of the work, all protective covers shall be properly secured and all protective doors locked.
- 5.1.24 Contractor's employees must obey the barricaded areas and safety signs erected by other contractors.
- 5.1.25 Certain facilities may be equipped with electrified security fences. These fences should be considered live at all times when working next to them.
- 5.1.26 It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be kept tidy at all times, escape and other access ways kept clear, safety and firefighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up. Contractors may only use the toilet facilities provided.
- 5.1.27 Refuse, especially flammable material (waste rags, waste paper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided.
- 5.1.28 The Contractor's specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of on a daily basis in the appropriate manner.
- 5.1.29 The dumping of litter in storm water and sewer systems is prohibited.
- 5.1.30 The removal and disposal of asbestos contained material has to be carried out by a contractor who can demonstrate to the Municipality that it is familiar with the safe handling of such products, and who have the necessary accreditation with local environment authorities.

## **6. RIGHT OF ACCESS**

- 6.1 The Company may refuse access to a work site by any one of the Contractors personnel who has proven by his / her action to have a disregard for any of the relevant HSE requirements. Such action by the Contractor shall not result in any claims on the Municipality by the Contractor.
- 6.2 Incidents involving serious misconduct includes, but is not limited to:
  - 6.2.1 Possession of illegal drugs, liquor or other intoxicating substances on the premises;
  - 6.2.2 Intoxication, and/or consumption of an intoxicating substance;
  - 6.2.3 Unauthorised possession of property of Mossel Bay Municipality;
  - 6.2.4 Fighting/assaulting of personnel;
  - 6.2.5 Possession of dangerous weapons;
  - 6.2.6 Violation of HSE rules as stipulated in this specification.

## **7. MAINTENANCE AND OPERATION OF EQUIPMENT, MACHINES INSTRUMENTS AND TOOLS**

- 7.1 The Contractor must ensure that all equipment, machines, instruments and tools used by the Contractor's personnel on a work site are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so.
- 7.2 Test instruments must have valid and current calibration certificates.



- 7.3 All lifting gear and cranes provided by the contractor must be inspected and approved for safety the contractor's appointee or Responsible Person, before being used.
- 7.4 Scaffolding must be of a SABS Approved, robust design and may only be erected, modified and dismantled by a competent scaffold erector with a qualification issued by an accreditor training institution. A competent scaffold inspector must approve all scaffolding material and structures before being used. Toe boards should be fitted to all four sides. The platform boards should be secure, safe and not be cracked. Empty drums or ladders are not to be used as part of temporary platforms or staging.
- 7.5 Ladders may only be used for as a means of access for light duties of short duration and the ladder may not extend more than 3 meters above the safe surface, whilst the worker's mid thigh may not extend above the top tread.
- 7.6 Ladders must be fitted with non-slip feet, rungs should not be painted, free from dirt and the frame must be firm and in a good state of repair.
- 7.7 If the work area below and around scaffolding and ladders cannot be properly cordoned off, safety nets and/or suitable shields shall be erected below such scaffolding and ladders to protect the public and their property from falling objects when work is performed at elevated heights.
- 7.8 Contractors shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles in the facility.
- 7.9 No contractor vehicle, equipment or machine will be permitted onto the facility unless:
  - 7.9.1 Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Contractor's Responsible Person.
  - 7.9.2 Contractor machines and equipment must display suitable identification, stating a re-inspection date. Contractors may be required to remove machines or equipment without valid identification from the facility premises.
  - 7.9.3 Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Municipality.
- 7.10 The following will be applicable to the Operation of vehicles:
  - 7.10.1 All drivers must hold and be able to produce a valid driver's license.
  - 7.10.2 Maximum speed limit inside the construction site is 30km/h, unless otherwise indicated.
  - 7.10.3 Always give way for emergency vehicles (fire, ambulance or rescue vehicles).
  - 7.10.4 Warning, safety and road signs must always be obeyed.
  - 7.10.5 Pedestrians have the right of way in the construction area.
  - 7.10.6 All passengers must be properly seated.
  - 7.10.7 Overloading of vehicles is not permitted.
  - 7.10.8 People and freight may not be transported together unless the freight has been secured and sufficient, safe seats separate from the freight, have been provided.
  - 7.10.9 Transporting passengers on cranes, forklifts, mechanical shovels or other equipment is prohibited, unless such vehicles are equipped with additional seating.
  - 7.10.10 Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorisation of the driver to operate within the construction site.
  - 7.10.11 The occupants of vehicles, whilst on Municipal related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
  - 7.10.12 During excavations, the Contractor shall take extra care, by consulting site drawings, extrapolating positions from the positions of above ground equipment, etc., not to damage any underground equipment.
  - 7.10.13 If any such equipment is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the relevant Municipal maintenance manager or standby contact person must be contacted immediately for advise on further action to be taken.

## **8. EMERGENCY AND FIRE DRILL PROCEDURES**

- 8.1 The Contractor shall check the emergency procedures and the location and condition of the emergency equipment. If the Contractor considers these to be unsatisfactory or not fully appropriate for the work, it shall take steps in consultation with the Municipality to improve them.
- 8.2 When an alarm is sounded for a fire or other emergency, the following action shall be taken:
  - 8.2.1 Emergency alarm: Immediately secure/de-energise all equipment, move to the nearest safe emergency assemble point and wait for instructions from the facility manager.
  - 8.2.2 All work permits are invalidated by an emergency and have to be re-issued or re-authorised by the facility manager before work can recommence.
  - 8.2.3 Under no circumstances may water from the fire mains be used without permission from the facility manager.
  - 8.2.4 When performing hot work or other work that may cause a fire, the Contractor's shall make their own arrangements to have suitable and sufficient numbers of fire fighting equipment close at hand or use the Municipality's equipment having prior consent.
- 8.3 All emergency equipment for fighting of fire, ensuring the safety and security of personnel and facilities, may not be removed or obstructed.
- 8.4 Emergency alarms could be tested during emergency exercises. The contractor's supervisor will be informed prior to such exercises.

## **9. SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT**

- 9.1 The Contractor shall provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this equipment in a professional manner as dictated by legal and industry standards. In addition, the Contractor shall keep up-to-date records of all said equipment.
- 9.2 If there are more than 5 contractor employees on a work site, the contractor shall provide a properly equipped First Aid box on site. At least one employee per group of 10 shall have a valid First Aid Training certificate.
- 9.3 The contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment.
- 9.4 Free access by all persons to all fire extinguishing and safety equipment must be maintained at all times.
- 9.5 The Contractor's Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used.
- 9.6 The Contractor shall supply its personnel and sub-contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice.
  - 9.6.1 Only SABS-approved safety shoes must be worn in operating and construction areas.
  - 9.6.2 Safety hats are to be worn at all sites where there is a possibility of head injuries.
  - 9.6.3 Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man-handled.
  - 9.6.4 Hearing protection of a type approved, must be worn in all areas classified and demarcated as noise zones or when working with machinery that generates noise above 85dB(A) such compactors and jackhammers etc.
  - 9.6.5 Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when gas or arc welding/cutting is being carried out, or when decanting or handling hazardous chemicals.
  - 9.6.6 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, SABS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum.

- 9.6.7 Safety harnesses shall be used to secure workers to building structures when working at elevated heights (2 meters) and where a risk of falling from such heights is not protected by any other means.
- 9.6.8 The wearing of loose over-clothes, sandals and/or shorts in the facility's operational areas and for construction work, is prohibited. Long sleeve shirts and long trousers, preferably overalls, must be worn. Long hair constitutes a hazard around machinery and must be properly secured.

## **10. COMPENSATION FOR INJURY**

- 10.1 The Contractor must provide proof of registration with Compensation Fund (COIDA) by means of submitting a valid Letter of Good Standing to the Municipality.
- 10.2 It is the contractor's responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees.

## **11. REPORTING OF ACCIDENTS AND INCIDENTS**

- 11.1 Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to the Municipality. Such reports shall include but not be limited to the following:
  - 11.1.1 fatalities and lost-time injuries to its personnel or sub-contractor personnel;
  - 11.1.2 comparable injury to third parties;
  - 11.1.3 damage to plant or equipment;
  - 11.1.4 loss of containment;
  - 11.1.5 actual or potential damage to the environment;
  - 11.1.6 outbreak of fire.
- 11.2 The contractor is responsible for reporting, in terms of the OHS Act (85 of 1993), all "reportable incidents" to the Department of labour.
- 11.3 Immediate notification shall be followed by a full Incident Investigation Report to the Municipality's Responsible Person within 24 hours for serious accidents and 72 hours for minor accidents.

## **12. ENVIRONMENTAL AWARENESS**

- 12.1 The Contractor shall pay due regard to the environment by preserving air, water, soil, animal and plant life from adverse effects of the Contractors activities, and minimise any nuisance which may arise from such operations. The Contractor must at all times adhere to the environmental laws and impact control guidelines and procedures published from time to time as follows:
  - 12.1.1 Ad-hoc dumping on any part of the facility is strictly prohibited.
  - 12.1.2 Liquid waste or sludge shall not be allowed to enter the facility storm water/sewer system.
  - 12.1.3 In the event of any product stored in tanks or pipelines being accidentally, or otherwise, released, the facility manager and the relevant Municipal maintenance manager must be informed without delay.
  - 12.1.4 Machinery to be used at the facility must be fitted with muffling devices to reduce the likelihood of noise pollution.

## **13. OCCUPATIONAL HEALTH AND HYGIENE**

- 13.1 The Contractor shall be responsible for the medical welfare of its own and sub-contractor personnel.
- 13.2 The Contractor shall ensure that all its personnel and sub-contractor's personnel are medically fit to perform their work. If requested by the Municipality, the Contractor shall provide medical certificates for its own and sub-contractor personnel.
- 13.3 The Contractor shall adhere to all applicable government regulations or the Municipality's guidelines for medical surveillance or industrial hygiene monitoring.

- 13.4 The Contractor shall ensure that its personnel and sub-contractor's personnel maintain the highest standards of hygiene.
- 13.5 If separate accommodation for Contractors personnel is provided (e.g. contractor's huts), the Contractor shall comply with the relevant legal standards for: sanitation, sewage, hygiene, water supply, sleeping quarters, food establishments, laundry and garbage disposal.
- 13.6 All contract personnel must eat meals in designated areas only. The storage or eating of food in work areas or workshops is strictly prohibited.

**14. SPECIFIC UNDERTAKING BY CONTRACTOR'S MANAGEMENT**

- 14.1 We, representing the contractor, have read and understand the Health, Safety & Environmental requirements stated herein and we undertake to adhere to the letter and spirit of these rules. We undertake to train our employees and to enforce the implementation thereof at all levels in our organisation. We understand that the breach of the Health, Safety & Environmental rules will be considered as a serious breach of this agreement and that it can lead to the permanent cancellation of this agreement.