



FWQ488/2022/2023

INSTALLATION OF NEW SHADE NET CARPORT

CLOSING DATE: 5 MAY 2023	CLOSING TIME: 12h00
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NAME OF BIDDER*	
ADDRESS*	
TELEPHONE NUMBER*	
CELLPHONE NUMBER*	
E-MAIL ADDRESS*	
CENTRAL SUPPLIER DATABASE REGISTRATION NR*	
B-BBEE LEVEL OF CONTRIBUTION*	
LOCALITY (Municipal Area/Province where Business is Located) *	
CIDB REGISTRATION NR* (if applicable)	
TENDER AMOUNT (VAT included) *	

(* - TO BE COMPLETED BY BIDDER)

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

INDEX

SECTION 1		PAGE nr
1.1	INVITATION TO QUOTE	3
1.2	CONDITIONS AND INFORMATION	4
1.3	SPECIAL CONDITIONS OF CONTRACT	11
SECTION 2		
2.1	SPECIFICATIONS AND PRICING	13
SECTION 3		
3.1	MBD1: BID REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY	22
SECTION 4		
4.1	MBD4: DECLARATION OF INTEREST	25
4.2	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022	28
4.3	MUNICIPAL RATES AND TAXES	33
4.4	AUTHORISED SIGNATORY	34
4.5	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	35
4.6	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	37
SECTION 5	DECLARATION	40
SECTION 6	CONTRACT FORM	41
	HEALTH AND SAFETY	43

SECTION 1.1: INVITATION TO QUOTE

CLOSING TIME: 12:00

CLOSING DATE: 5 MAY 2023

FWQ488/2022/2023: INSTALLATION OF NEW SHADE NET CARPORT

Formal written quotations are hereby invited from contractors with a 1GB or higher CIDB grading for the installation of new shade net carports at the Hartenbos Wastewater Treatment Works, Mossel Bay.

No Site information meeting will be held. Contractor can do an on-site inspection from Monday - Friday between 07h45 - 16h15. The Site is located on Erf 217/101, R102, Hartenbos or GPS Co-Ordinates 34.109461S 22.101185E

Formal written quotations must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the quote. Enquiries pertaining to the specifications can be addressed to Ms Nandi Soji at telephone (081) 235 5892/ (044) 606 5000 (ext. 6678). Enquiries pertaining to the completion of the documents can be addressed to Ms. L du Toit at telephone (044) 606-5199 or e-mail at ldutoit@mosselbay.gov.za.

A set of formal written quotation documents can be obtained at a non-refundable cost of R264.00 per set from Ms. L du Toit who may be contacted at telephone (044) 606-5199 or e-mail at ldutoit@mosselbay.gov.za OR it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the formal written quotation document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT(Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the formal written quotation document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed formal written quotation documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 5 May 2023** or be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Responsive bids will be evaluated on the 80/20 Preference Points System. A maximum of 20 points (80/20 preference point system) will be allocated for specific goals. 50% of the 20 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late formal written quotations or formal written quotations submitted by e-mail or fax will under no circumstances be accepted.

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

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award formal written quotations to Bidders who are not registered on this 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 Acceptance or Rejection of a Quote

The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any quote or to accept a part of it. The Municipality does not bind itself to accepting the lowest quote or the quote scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Cost of Bid Documents

A set of quotation documents can be obtained at a non-refundable cost of R264.00 per set from Ms. Lizette du Toit who may be contacted at telephone (044) 606-5199 or e-mail at ldutoit@mosselbay.gov.za OR it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the bid document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the bid document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the Central Supplier Database

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 reserves the right not to award quotations to prospective suppliers who are not registered on this Database.

1.2.6 Completion of Bid Documents

- (a) The original bid document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the quote. 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 quote.
- (b) Bid documents may not be retyped. Retyped documents will result in the disqualification of the quotation.
- (c) The complete original bid document must be returned. Missing pages will result in the disqualification of the quotation.

- (d) No unauthorised alteration of this set of bid 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 quotation closure.
- (e) The bid 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 bid document by a bidder and the bid quotation document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (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, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin 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.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

- (a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.
- (b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the quotation closure date must accompany the bid 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. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the bid document.

- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the bid document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the address indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
 - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
 - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder and its director's/members, lives outside of South Africa, an affidavit must be submitted.
- (f) If a bidder or its director's/members, lives outside of South Africa, an affidavit must be submitted by the Company.

1.2.9 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. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the bid document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 5 May 2023.**

OR

(b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

(c) Faxed, e-mailed and late tenders will not be accepted. Tenders 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.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender 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.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the bid 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 offers will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed bid document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 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.

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available. This must be compliant to section 59 within the Municipal Supply Chain Management Policy.

1.2.23 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

1.2.24 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.

1.2.25 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 tender.
- (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 tender.

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- **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.

- **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 certified copy of the original.

- **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 certified copy of the original.

1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	5	3

- (d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) The business premises Municipal Account of address as indicated in bid document;

- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
- (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

1.2.27 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms Nandi Soji at telephone (081) 235 5892/ (044) 606 5000 (ext. 6678) or e-mail at nsoji@mosselbay.gov.za

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1.3 SPECIAL CONDITIONS

- (a) In the event of Non- or Poor Performance of Service Providers/Suppliers, it will be dealt with in terms of Section 43 of the SCM Policy.
- (b) Penalties will be dealt with in terms of section 22 of the general conditions of contract.
- (c) Payment of services/items will be done within thirty (30) days, after receipt of an official invoice or monthly statement.
- (d) Key Performance indicators

The following key performance indicators will be applicable to the successful bidder/s and will be measured after each order, to assess the performance:

- Supplied in Terms of Specifications

Standard	Products and services delivered complies with specifications as set out in tender document.
Target	100 % achievement
Proof of evidence	Tender document


- Service Quality Rating

Standard	The product and services supplied must be of a high quality and according to the requirements as set out in the tender document.
Target	100 % achievement
Proof of evidence	Product.

- **Delivery Time Frame**

Standard	Services met be completed within four (4) working weeks, after receipt of an official order.
Target	100 % achievement
Proof of evidence	Delivery note

SECTION 2.1: SPECIFICATIONS AND PRICING

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
1.0	<p><u>BILL NO. 1: PRELIMINARIES AND GENERAL</u></p> <p><u>GENERAL</u></p> <p>SCOPE OF WORKS</p> <p>New Shadenet</p> <p>SITE LOCATION</p> <p>The Site is located on Erf 217/101, R102, Hartenbos or GPS Co-Ordinates 34.109461S 22.101185E</p>  <p>SITE BRIEFING MEETING</p> <p>No Site information meeting will be held. Contractor can do an on-site inspection from Monday - Friday between 07h45 - 16h15</p> <p>CONTACT DETAILS EMPLOYER</p> <p>Mossel Bay Municipality Department: Infrastructure Services Manager: Mr G Kock Contact Number Office - 044 606 5000 E-mail Address - admin@mosselbay.gov.za</p> <p>CONTACT DETAILS EMPLOYER REPRESENTATIVE</p>				

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
	<p>The Senior Technician (Buildings): Nandi Soji Contact Number Office - 044 606 5000 Contact Number Cell phone - 081 235 5892 E-mail Address - nsoji@mosselbay.gov.za</p> <p>BUILDING AGREEMENT AND PRELIMINARIES</p> <p><u>Disclaimer</u></p> <p><u>Guidelines</u></p> <p>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</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause.</p> <p>The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said Minor Building Works Contract Agreement shall be deemed to be incorporated in these bills of quantities</p> <p>The ASAQS Model Preambles for Trades (November 2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take</p>				

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
	<p>precedence over the provisions of the said Model Preambles.</p> <p>The ASAQS Standard System of Measuring Building Work, Seventh Edition (2015) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Standard System.</p> <p><u>General</u></p> <p>Contractors are referred to the above mentioned documents for the full intent and meaning of each clause thereof.</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents</p> <p>CONTRACT SPECIFIC DATA:</p> <p>The following contract specific data, referring to the General Conditions of Contract of Construction Works, Third Edition (2015) are applicable to this Contract:</p> <p>Compulsory Data</p> <p>Clause 1.1.1.13 - The Defects Liability Period is 3 months</p> <p>Clause 1.1.1.14 - The time for achieving Practical Completion of the whole Works is 1 month</p>				

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
	<p>Clause 1.1.1.26 - The Pricing Strategy is Re-Measurable</p> <p>Clause 5.1.1 and 5.8.1 - Working hours are only permitted on week days, Monday - Friday between 07h45 - 16h15. Non-Working days are on Saturday, Sundays and public holidays</p> <p>Clause 5.3.1 - The documentation required before commencing with the works are: 1. Health and Safety Plan Health and Safer Risk Assessment (Refer to Clause 4.3)</p> <p>Clause 5.3.2 - The time to submit the documentation required before commencement of Works is 14 days. Failure to provide acceptable documentation or any documentation within in the stipulated time, the Employer may terminate the Contract in terms of Clause 9.2, alternatively a reasonable penalty fee, determined by the Employer Representative, can be imposed on the Contractor.</p> <p>Clause 5.13.1 - The penalty for failing to complete the whole of works are 5% of the Contract Value per day.</p> <p>Clause 5.14.1 - The requirements for achieving Practical Completion are to be fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.</p> <p>Clause 5.16.3 - The latent defects period is 12 months,</p> <p>Clause 6.10.3 - The limit of retention money is 5% of the value of the Works.</p> <p>Optional Data</p>				

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
	<p>Clause 4.4.1 - The Contractor shall not subcontract more the 25% of the whole Contract, unless approval is provided by the Employer.</p> <p>Clause 6.3 - Variation or Expansion of Works Orders shall be limited to 20% of the Contract Value to increase or decrease in any work included in this Contract.</p> <p>Clause 2.2.1 - The Contractor shall only take instructions from the Employer Representative for this Contract Works to carry out additional work.</p> <p>PRELIMINARIES</p> <p>HEALTH AND SAFETY REQUIREMENTS</p> <p>Notes:</p> <p>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 Project with Contract Values of R30 000.00 and above. This Health and Safety Plan must be on site at all times while carrying out the Contract Works.</p> <p>Pro Forma Risk Assessment form to be completed by the Contractor before work commences and kept on site at all times while carrying out the Contract Works on Projects with Contract Values under R30 000.00. On Completion of Works, this form must be submitted to the Employer's Representative.</p>				

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
	Penalty Fee for OHS Non-Compliance will amount to 10% of the Contract Value to the maximum of R2000.00 including VAT. OHS Penalty Fee will be applicable per incident, per site, per day, per area, per works, per non-compliance incident. Penalty Fee issued by the Health and Safety Officer of the Client, will be deducted from the Payment Certificate issued for work completed.				
1.1	Fixed Charge Item for the preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, medical examinations and any other H&S matters that the contractor deems necessary	Sum	1,00		
1.2	Fixed Charge Item for completing and checking the Project H&S File and handing over to the Client on completion of the works.	Sum	1,00		
1.3	Time Related Item for full compliance with all H&S matters during the construction of the works under the contract	Months	1,00		
	SITE ESTABLISHMENT AND PROTECTION OF THE PUBLIC Notes: No danger tape shall be used for barricading. Construction Signage must be visible to the public at all times. Construction Site and all excavations to be fenced off with a rigid orange nylon netting.				
1.4	Site establishment incl. barricading and protection of existing works	Sum	1,00		
1.5	Site de-establishment incl. removing of all temporary works, building rubble, rubbish and finishing of ground surface neatly with rakes and cleaning new structures	Sum	1,00		
	OTHER				

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
	<p>SPECIFIED ITEMS</p> <p>* Indicating any similar approved products. If similar products to be used, it must be specified by the Contractor in the quotation document, failure to comply can lead to the elimination as preferred bidder.</p> <p>PAYMENTS</p> <p>Employer shall only pay the Contractor for works completed and in terms of the provision of the Contract.</p> <p>The Contractor shall need to provide documentation for proof of ownership for any claim for Material on Site.</p> <p>The Contractor need to provide a statement which he/she considers due to him/her. The Employer Representative will issue a Payment Certificate and Payment Summary for Work completed if in agreement with the Contractor.</p> <p>The original and signed Payment Certificate and Payment Summary must be handed in to Creditors section together with the Contractor invoice reflecting the amount as on the Payment Certificate. Documentation can be submitted via e-mail to admin@mosselbay.gov.za or per hard copy at 101 Marsh Street, Mossel Bay.</p> <p>Invoices will not be approved for payment if the Payment Certificate and Payment Summary is not provided and it remains the responsibility of the Contractor to ensure correct information is provided.</p>				
	Bill Total carried forward to summary:			R	

HARTENBOS WWTW NEW SHADENET					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Incl. VAT)	AMOUNT (Incl. VAT)
2.0	BILL NO. 2: EXTERNAL WORKS CARPORTS <u>New Shade net Carport according to manufacturer's specification including 152mm Galvanized Post fixed with 500 x 500 x 500mm Class 25/18 Concrete including earthworks with framework made of 48mm Galvanized Steel and covered Netting to be DryZ off Knitted colour of choice, All sewing must be done with Monofilament, All steel and bolts to be Galvanized.</u>				
2.1	Double unit parking bay, 2500 x 5000 x 2100mm minimum height	No.	3		
2.2	labour only		1		
	Bill Total carried forward to summary:				
3.0	FINAL SUMMARY				
Bill No.	Bill Description	Page No.		Amount	
3.1	BILL NO. 1: PRELIMINARIES AND GENERAL	19			
3.2	BILL NO. 2: EXTERNAL WORKS	20			
TOTAL COST VAT INCLUDED					

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 above 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 above, 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.
- 2.2.4 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 or the wording N/A or included is not indicated 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 throughout the period of the contract.
- 2.2.8 Prices should 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. **The prices for years two (2) and three (3) should include annual escalations.**
- 2.2.10 The bid will be evaluated on the total amount of the contract.
- 2.2.11 Bidders are required to comply with the prescribed pricing schedule above. No pricing schedules other than the pricing schedule as stated will be accepted and **failure to adhere to this section will be seen as submitting a non-responsive bid.**

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY

PART A – INVITATION TO BID

INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER	FWQ488/2022/2023	CLOSING DATE	5 MAY 2023	CLOSING TIME	12h00
DESCRIPTION	INSTALLATION OF NEW SHADE NET CARPORT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)					

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

**The Tender Box
Mossel Bay Municipality
P O Box 25
MOSSEL BAY
6500**

OR

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

**The Entrance of the Mossel Bay Municipality's Town Hall
101 Marsh Street
MOSSEL BAY**

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN	
CIDB REGISTRATION NUMBER (if applicable)	

A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (if YES, enclose proof)	
ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (if YES, answer Part B)	
TOTAL NUMBER OF ITEMS OFFERED			
TOTAL BID PRICE			
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Technical Services
CONTACT PERSON	Ms. Lizette du Toit	CONTACT PERSON	Ms. Nandi Soji
TELEPHONE NUMBER	(044) 606-5199	TELEPHONE NUMBER	(044) 606-5000 (ext. 6678)
E-MAIL ADDRESS	ldutoit@mosselbay.gov.za	E-MAIL ADDRESS	nsoji@mosselbay.gov.za

PART B – TERMS AND CONDITIONS FOR BIDDING

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

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 favoritism, 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 ²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	
3.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.		
3.8 Are you presently in service of the state		YES/NO
3.8.1 If so, furnish particulars		
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 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 particulars		
3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		YES/NO

3.11.1 If so, furnish particulars	
3.12 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 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.

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: MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of the specific goals. That documentation may be requested by the municipality.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Mossel Bay Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

4.3. 50% of the 20 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	16	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

(a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].

(b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80-point formula for price; and scores 0 points for B-BBEE status level of contributor.

4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1

B-BBEE Status Level of Contributor :

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4. Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)

(a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20 points will be allocated to promote the specific goal of locality.

(b) Only one of the points as set out below that best describes the enterprise’s locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	5	3

- (a) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
- (i) Municipal Account of address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
 - (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)

4.5. MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

DECLARATION WITH REGARD TO COMPANY/FIRM

4.6. Name of company/firm.....

4.7. Company registration number:

4.8. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.9. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the

preference(s) shown and I acknowledge that:

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>

SECTION 4.4: MUNICIPAL RATES AND TAXES

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

*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

DECLARATION

I, THE UNDERSIGNED (NAME and SURNAME)

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

SECTION 4.5: 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 FWQ488/2022/2023: INSTALLATION OF NEW SHADE NET CARPORT

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.

If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner

SECTION 4.6: 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>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	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"/>
4.5.1	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 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

FWQ488/2022/2023: INSTALLATION OF NEW SHADE NET CARPORT

(Bid Number and Description)

in response to the invitation for the bid made by:

MOSSEL BAY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

 (a) has been requested to submit a bid in response to this bid invitation;
 (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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

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 Compliance Status Pin;
 - 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,
 - Points claims in terms of specific goals for locality;
 - 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 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)

BOTH THE SERVICE PROVIDER/SUPPLIER (PART 1) AND THE PURCHASER/LESSEE (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER/SUPPLIER AND THE PURCHASER/LESSEE 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 Compliance Status Pin;
 - 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,
 - Points claims in terms of specific goals for locality;
 - 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 fulfilment 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
2.
DATE:

SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)

1. I..... in my capacity as Director: Technical Services accept your bid under reference number FWQ488/2022/2023 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	LOCALITY
Installation of new shade net carport at Hartenbos WWTW		N/A			

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

SIGNED AT MOSEL BAY ON.....

NAME AND SURNAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

MOSSEL BAY MUNICIPALITY

FORMAL WRITTEN QUOTATION FWQ488/2022/2023 INSTALLATION OF NEW SHADE NET CARPORT

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 fire fighting 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.