

TENDER 31-14/15:

SUPPLY, DELIVERY AND INSTALLATION OF GRINDERS AT THE BRANDWAG AND SONSKYNVALLEI PUMP STATIONS, MOSSEL BAY

CLOSING DATE: 7 NOVEMBER 2014	CLOSING TIME: 12:00
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NAME OF BIDDER* :

ADDRESS* :
:
:
:

TEL NUMBER* :

FAX NUMBER* :

MBM DATABASE REG NO* :

TENDER AMOUNT (VAT INCLUDED)* :

(* - TO BE COMPLETED BY BIDDER)

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

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SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00

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TENDER 31-14/15: SUPPLY, DELIVERY AND INSTALLATION OF GRINDERS AT THE BRANDWAG AND SONSKYNVALLEI PUMP STATIONS, MOSSEL BAY

Tenders are hereby invited from prospective suppliers for the supply, delivery and installation of grinders at the Brandwag and Sonskynvallei pump stations, Mossel Bay.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Dawie Zwiigelaar at telephone (044) 606-5275. Enquiries pertaining to the completion of the documents can be addressed to Ms Juanita Schutte at telephone (044) 606-5198.

A set of tender documents can be obtained at a non-refundable cost of R174,00 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge (follow the procurement-link on the left hand side). Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, Plaza Aquada Building, 55 Marsh Street, Mossel Bay.

A compulsory site meeting will take place at **12h00 on Thursday 23 October 2014** at the **Directorate: Technical Services, George Road, Mossel Bay**. **All partners if a joint Venture must attend this compulsory meeting.**

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box on the Lower Ground floor (seaside) at the Mossel Bay Municipality Main Building, 101 Marsh Street, Mossel Bay** by **not later than 12:00 on Friday, 7 November 2014** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2011.

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

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

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender 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 Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

DR M GRATZ
MUNICIPAL MANAGER

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. 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 Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Municipality of Mossel Bay. These costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. 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 tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

(a) A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.

(c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document 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.

1.2.8 Other Documentation

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

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.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.9 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.

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 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, he 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 partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender 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. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 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 on the Lower Ground floor (seaside) at the Municipality by not later than 12:00 on Friday, 7 November 2014.**

OR

- be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

(b) Faxed, e-mailed and late 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 tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

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

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

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 tender documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

(a) 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 tender 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.

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 Validity of BEE certificates:

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

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

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

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

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

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

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

1.2.27 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- (c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr Dawie Zwiegelaar at telephone (044) 606-5275.

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1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1.4.1 SUPPLY, DELIVERY AND INSTALLATION OF A GRINDER AT THE BRANDWAG SEWER PUMP STATION

1.4.1.1 SCOPE OF WORKS

PREAMBLE

The Brandwag Pump Station is a strategic part of the Mossel Bay Municipal bulk sewage system and is required to provide a high level of reliability. A high standard of materials, workmanship, testing and performance is required in this Contract.

Responsibility for the performance of the Works lies with the Contractor who must be experienced in the type of work specified and in producing the high standard required.

The detailed specifications are supplemented by the standard specifications. The priority of the technical sections is as follows:

1.4.1.2 BACKGROUND

The Brandwag Pump Station is situated on the Southern boundary just below the Brandwag settlement. The Pump Station consists of a sump with two submersible sewer pumps. The system must be able to accommodate high-flow while shredding solids such as rags, trash, plastics, rocks and wood.

1.4.1.3 CONTACT PERSONS

For any enquiries and details contact the Head: Mechanical Services at 044 606 5275.

1.4.1.4 SCOPE

Work included in this contract

The work consists of the design, supply, delivery, installation, testing, commissioning and upholding during the Trial Operation Period and the Defects Notification Period of a Grinder for the Brandwag Pump Station including, but not limited to the following and complying with the Specifications:

- i. Grinder (One off)
- ii. Ductwork and Pipework
- iii. Bracket for Grinder
- iv. Electrical Equipment
- v. Control System
- vi. Telemetry
- vii. Installation, Operation and Maintenance Manual (4 off)
- viii. Training

1.4.1.5 GENERAL REQUIREMENTS

(a) Designs and Drawings

A drawing of the layout of the pump station is included with the tender document and the Contractor shall design a system which takes into account the current configuration of the sump and equipment and shall provide all items necessary for meeting the requirements of this specification.

(b) Contractor's Experience

The Contractor (or the contractor's proposed sub-contractor or agent) shall have adequate experience in the successful completion of grinder projects in the wastewater environment using the technology to be applied in this Contract.

(c) Technology

The grinder technology shall have a track record of successful application in other similar installations.

(d) Physical Configuration of Equipment

The grinder shall be installed on the inlet pipe to the sump, and shall replace the screen that is in use.

(e) General

Contractor is responsible for ensuring that:

- i. all equipment supplied; and
- ii. the complete installation

comply with the Occupational Health and Safety Act, Act 85 of 1993, and the regulations promulgated there under.

1.4.1.6 GRINDER

(a) General

The contractor shall provide a grinder.

The system must accommodate high-flow while shredding solids (such as rags, trash, plastic, small stones and wood) into small particles that flow easily through pumps, pipes and processes.

(b) Configuration

The grinder shall be installed inside the sump by means of a customized stainless steel bracket where the inlet pipe enters the sump.

The grinder shall incorporate the following major components:

- i. High flow screening drums
- ii. Dual shafted grinders
- iii. Control systems and instruments

1.4.1.7 PERFORMANCE REQUIREMENTS

The system must be able to handle a Maximum Duty Capacity of 40m³/h raw sewage.

1.4.1.8 DESIGN

The grinder shall be an open channel configuration and the layout and positioning of equipment shall provide easy access to all areas that require operation and maintenance. Where equipment may require removal for maintenance, sufficient space shall be provided to allow ease of removal.

The installation shall comply with the following requirements:

- (a) A customized stainless steel bracket must be supplied to secure the grinder on the wall at the outlet pipe. The grinder must be able to slide into the bracket for easy installation / removal when required. Provision shall be made for deflector plates as part of the installation to prevent dead zones on the corners of the bracket.
- (b) Lifting eyes, lugs, hooks etc., shall be provided on heavy or large items to facilitate handling
- (c) All plant and equipment shall be of robust construction and the design shall, as applicable, be based on:
 - i. the full range of duties which can be reasonable anticipated
 - ii. the power and torque transmitted by the driver system under full load and stalled conditions
 - iii. conservative service and safety factors based on approved standards or laid down in the printed specifications of reputable and approved manufacturers
 - iv. a safety margin of at least 20% in addition to any service or safety factors which apply
 - v. twenty four hour per day operation
 - vi. a minimum life of 100 000 hours before repair or major part replacement on the structural parts
- (d) Where damage can occur from normal operational or other foreseeable problems, plant, equipment and systems must be designed to be fail safe, ie. must have a built-in redundant elements, or be fail-to-safe; ie. Must return to a safe condition where no further damage can be done in the event of a failure, malfunction, mal-operation, and overload and as far as practical, misuse. All reasonable and economically justifiable protections to prevent or limit damage to plant and equipment, particularly in high risk situations, must be incorporated. Protections shall:
 - i. be directed at the source of the problem, limit forces to safe levels and act quickly enough to prevent;
 - ii. stop or prevent from starting all equipment at risk;
 - iii. activate an alarm with labelled indicator on the control panel whenever a protection operates;
 - iv. not permit unauthorised tampering; and
 - v. operate reliably after long inactive periods exposed to corrosive and dirty conditions

1.4.1.9 GUARDS

Guards shall comply in all respects with the Occupational Health and safety Regulations and the following points shall also be noted:

Guards are required to cover all moving or revolving components of machinery. Guards which do not adequately cover moving protrusions will under no circumstances be accepted.

Guards shall be neatly and rigidly constructed and fixed and shall not vibrate or cause noise during operation.

Where expanded metal or similar mesh is used, the mesh opening shall not permit a circular object 10mm or larger to penetrate.

Guards shall completely enclose drives and shall entirely prevent a person from touching any moving protrusion.

It shall be possible to remove the guard easily for maintenance purposes.

1.4.1.10 ELECTRICAL EQUIPMENT

- (a) Electric motors shall be rated for a 400 V 50 Hz, 3-phase power supply. The motor capacity and starting characteristics shall be compatible with the requirements of the driven equipment. All electric motors to be WEQ or similar approved.
- (b) Only submersible type electric motors to be supplied
- (c) Supply and install LV cable connections between existing MCC and the new grinder.
- (d) Supply and install weatherproof E-Stop
- (e) Modification of existing MCC to allow installation of any required new control equipment
- (f) All power and instrument cabling required, should be supplied, installed and terminated by the contractor
- (g) Supply and installation of stainless steel cable racking and wire mesh to support instruments and associated cabling
- (h) Trenching, backfilling and compaction required for installation of power and instrument cabling
- (i) Supply and install in the instrumentation section of the existing MCC relays for connection of control and monitoring signals to the existing SCADA system.

1.4.1.11 SUMP COVERS

The existing sump covers must be modified to fit in with the new equipment. Provision must be made for support to the covers as needed.

1.4.1.12 FASTENERS

All fasteners shall be of EN 1.4401 (316) stainless steel.

1.4.1.13 CONTROL PANEL

The control panel shall be fitted next to the existing panel. Provision for the cables must be taken in consideration.

It is expected that the following items will be provided in the control panel:

- (a) Main disconnect and security lockout.
- (b) Circuit protection
- (c) Pilot lights
- (d) Alarms and pilot lights for fault conditions.
- (e) Motor starters and control.
- (f) Control transformers complete with primary and secondary fusing.
- (g) Control relays as required.
- (h) All other equipment for the proper and efficient operation of the equipment according to the manufacturer's requirements.
- (i) The Telemetry system must be compatible with the Operating System.

1.4.1.14 SITE WORK

(a) Plant Operation during Contract Works

Waste water will continue to enter the plant during the full period of the Contract

(b) Installation

Installation of the grinder shall be in accordance with the manufacturer's written instructions. A suitably qualified representative from the manufacturer of the equipment shall visit the Site during installation and shall provide guidance.

1.4.1.15 DOCUMENTS

The following documentation shall be included:

i. Engineering G.A. Drawings

- (a) Drawings include equipment descriptions, specifications, dimensional and assembly drawings, parts lists and job specific drawings.

ii. Operation and Maintenance (O & M) Manuals

- (a) O & M manuals are prepared using best commercial practices. The manuals include equipment descriptions, operating instructions, drawings, troubleshooting techniques, a recommended maintenance schedule, and the recommended lubricants.

1.4.1.16 IDENTIFICATIONS

Each unit of equipment is identified with a corrosion resistant nameplate, securely attached in a conspicuous place. Nameplate information includes equipment model number, serial number, duty details, supplier's name, and location.

1.4.1.17 PRODUCTS

The grinders, motor controllers/control panels and support systems comply with specifications supplied by JWC International.

1.4.1.18 GRINDER CONSTRUCTION

(a) Material standards

Material	British Standard
Carbon Steel, Plate and Strip	BS EN 10139 : 1998
Austempered Ductile Cast Iron	BS EN 1564 : 1997
Austenitic Cast Iron	BS EN 13835 : 2002
304 Stainless Steel	BS EN 10088-1 : 2005
316 Stainless Steel	BS EN 10088-1 : 2005
4130 Heat Treated Alloy Steel	BS EN 10028-2 : 2003
4140 Heat Treated Alloy Steel	BS EN 10028-2 : 2003
Leaded Bronze CC493K	BS EN 1982 : 2008

All material hardness's measured to Rockwell C (HRC)

(b) Electrical standards

All motor controllers/control panels meet the minimum requirements of BS EN 60204-1 : 2006 and European Conformity (CE).

(c) Grinder assembly

- i. Each grinder includes cutters, spacers, shafts, bearings, seals, side rails, top and bottom housings, drive speed reducer and motor. They are of the 2 shaft design, capable of continuous operation and dry running.
- ii. The 2 shaft design consists of 2 parallel shafts alternately stacked with individual intermeshing cutters and spacers positioned on the shaft to form a helical pattern. The 2 shafts counter-rotate (rotate into one another) with the driven shaft operating at 80% the speed of the drive shaft.

(d) Cutters and Spacers

- i. Individual cutters and spacers are made from 4130 heat treated alloy steel to BS EN 10028-2: 2003, surface ground for uniformity and through-hardened to a minimum 45-50 HRC. The cutters and spacers can also be made from 304 stainless steel.
- ii. Cutters and spacers both have hexagonal centre holes to fit the hexagonal shafts.
- iii. The grinder is supplied with 11 tooth cam cutters on both shafts. To maintain particle size the maximum height of the tooth above the root diameter is 13mm. Cutter to cutter root diameter overlap is between 2mm and 7mm to maintain the best possible cutting efficiency while incurring the least amount of frictional losses. The maximum clearance between overlapping cutters of opposing shafts is 0.28mm. The cutters can also be supplied with 7 or 13 teeth.
- iv. Cutters exert a minimum force at the tooth tip of 12,234 N/kW during momentary load peaks.

Cutter Type	Theoretical Particle Size (mm)
7 Tooth Cam	7.87 x 9.53 x 50.80
11 Tooth Cam	7.87 x 9.53 x 31.75
13 Tooth Cam	5.46 x 9.53 x 28.58

(e) Shafts

- i. The grinder drive and driven shafts are made from 4140 heat treated hexagonal steel to BS EN 10028-2: 2003 with a tensile strength rating of not less than 1027 kN/m².
- ii. Hexagonal shafts measure nominally 50.8mm across the flats.

(f) Shaft Bearings and Seals

- i. The cutter shafts have seal cartridge assemblies at both ends designed to take the radial and axial loads.
- ii. The sealed cartridge assembly consists of deep groove ball bearings, O-ring seals made of Buna-N elastomers and a mechanical seal rated to 6 bar with tungsten carbide faces to allow for deflection of the shafts when under axial load.
- iii. For special conditions alternative O-ring materials are available for the cartridge assembly, such as Viton and Teflon.

(g) Intermediate Shaft Support

- i. The intermediate shaft supports are positioned in the centre of the cutter stack on all grinders of 40" (1000mm) and above.
- ii. The intermediate shaft supports provide additional support for heavier than normal influent loads and protection for the seal assemblies.

- iii. The assembly consists of a 2 part stainless steel housing and 2 bushings to BS EN 1982:2008 CC493K. The bushings act as bearings to allow the free rotation of the shafts.

(h) Hi-Flow Side Rails

- i. The side rails are made from austempered ductile cast iron to BS EN 1564: 1997.
- ii. The inside profile of the side rails is concave to follow the radial arc of the cutters.
- iii. Hi-flow side rails have evenly spaced slots that increase flow and decrease head loss.

(i) End Housings and Covers

- i. Grinder end housings are made from austempered ductile cast iron to BS EN 1564: 1997 with a flow deflector which is designed to protect the bushings while guiding particles directly into the cutting chamber.
- ii. Top covers are made from austempered ductile cast iron to BS EN 1564: 1997 and the bottom covers from hot rolled plate to BS EN 10139 : 1998.

(j) Reducer

- i. The speed reducer is a grease filled, planetary type reducer with a 500% shock load capacity. The reduction ratio is 1 : 25.
- ii. The output shaft of the motor fits directly into the reducer, and the output shaft of the reducer is coupled to the grinder with a 2 piece coupling. Alternatively the motor and reducer can be a combined unit.

(k) Motors

General Purpose (IP55)				
Power (Kw)	Frame Size	FLC at 400V	Full Load Torque (Nm)	Full Load Efficiency
2.2	D100L	4.9A	14.8	81%
4	D112M	8.5A	26.5	84.2%

Hazardous Area (Exd – ATEX Zone1)				
Power (Kw)	Frame Size	FLC at 400V	Full Load Torque (Nm)	Full Load Efficiency
2.2	D100L	5.0A	14.8	81%
4	D112M	8.4A	26.7	84.5%

Submersible (IP68)				
Power (Kw)	Frame Size	FLC at 400V	Full Load Torque (Nm)	Full Load Efficiency
2.2	D132S	4.9A	14.8	81.5%
3.7	D160M	8.5A	26.7	84.2%

(l) Motor controllers/control panels

The controller provides independent control of the grinder and is individually rated for the size of motor. Power supply is 400 volts, 3 phase, 50Hz.

(m) Operation

The controller is equipped with a 3 position selector switch, HAND – OFF/RESET – AUTO.

- OFF/RESET - grinder will not run
- OFF/RESET - grinder can only be reset with switch in this position
- HAND - grinder will run when “Start” push button is pressed and stop when “Stop” push button is pressed
- AUTO - grinder will start/stop when controlled by remote dry contact

(n) Components

i. Enclosure

- Single door, mild steel enclosure, rated to IP65 and suitable for wall mounting. Powder coated RAL 7032. Fitted with corrosion resistant hinges and latches.
- Houses the control devices, relays, terminal blocks and reversing motor starters.

ii. Control Devices

- Pilot devices are mounted on the enclosure front panel.
- Indicators for POWER ON, RUN and FAIL, to be LED type pilot lights.
- Lights and selector switches are heavy duty IP65 type.
- Control transformer is protected by 2 primary fuses and 1 secondary fuse. The 110 volt secondary has 1 leg grounded.
- Relay contacts are provided for the grinder RUN and FAIL signal outputs. The contacts are rated 2 amps, 110 volts, resistive load.

iii. Motor Starter

- Starter is full-voltage, 110 volt, reversing type operating coil.
- Forward and reverse contactors on the starters have both mechanical and electrical interlocks.
- Overload relays (OL) are adjustable so that the range includes the full load amps (FLA) rating and service factor.

iv. Safety Features

- When a grinder jam occurs in the grinder HAND or AUTO modes the controller will stop the grinder, then reverse the grinder rotation to clear the obstruction. If

the jam is cleared, the controller will return the grinder to normal operation. Up to 2 additional reversing cycles (total 3) can occur within 30 seconds before the controller de-energises the grinder motor and activates the grinder fail indicator and relay.

- If a power failure occurs while the grinder is running, operation will resume when the power is restored.
- If a power failure occurs while the grinder is in a fail condition the fail indicator will re-activate when power is restored.
- The controller provides overload protection for the motor through an overload relay mounted directly on the grinder motor starter.
- Short-circuit protection requires that a properly sized circuit breaker or fuses be installed by others.
- Controller reset is from the local panel controls only.

(o) Execution

Installation

Grinders and motor controllers/control panels are installed in accordance with JWC international installation instructions, and in compliance with all local Health and Safety guidelines and regulations.

1.4.2 SUPPLY, DELIVERY AND INSTALLATION OF A GRINDER AT THE SONSKYNVALLEI SEWER PUMP STATION

1.4.2.1 SCOPE OF WORKS

PREAMBLE

The Sonskynvallei Pump Station is a strategic part of the Mossel Bay Municipal bulk sewage system and is required to provide a high level of reliability. A high standard of materials, workmanship, testing and performance is required in this Contract.

Responsibility for the performance of the Works lies with the Contractor who must be experienced in the type of work specified and in producing the high standard required.

The detailed specifications are supplemented by the standard specifications. The priority of the technical sections is as follows:

1.4.2.2 BACKGROUND

The Sonskynvallei Pump Station is situated on the Northern boundary of the Sonskynvallei settlement. The Pump Station consists of a sump with two dry well sewer pumps. The system must be able to accommodate high-flow while shredding solids such as rags, trash, plastics, rocks and wood.

1.4.2.3 CONTACT PERSONS

For any enquiries and details contact the Head: Mechanical Services at 044 606 5275.

1.4.2.4 SCOPE

Work included in this contract

The work consists of the design, supply, delivery, installation, testing, commissioning and upholding during the Trial Operation Period and the Defects Notification Period of a Grinder for the Sonskynvallei Pump Station including, but not limited to the following and complying with the Specifications:

- i. Grinder (One off)
- ii. Ductwork and Pipework
- iii. Bracket for Grinder
- iv. Electrical Equipment
- v. Control System
- vi. Telemetry
- vii. Installation, Operation and Maintenance Manual (4 off)
- viii. Training

1.4.2.5 GENERAL REQUIREMENTS

(a) Designs and Drawings

A drawing of the layout of the pump station is included with the tender document and the Contractor shall design a system which takes into account the current configuration of the sump and equipment and shall provide all items necessary for meeting the requirements of this specification.

(b) Contractor's Experience

The Contractor (or the contractor's proposed sub-contractor or agent) shall have adequate experience in the successful completion of grinder projects in the wastewater environment using the technology to be applied in this Contract.

(c) Technology

The grinder technology shall have a track record of successful application in other similar installations.

(d) Physical Configuration of Equipment

The grinder shall be installed on the inlet pipe to the sump, and shall replace the basket that is shown on the drawing.

(e) General

Contractor is responsible for ensuring that:

- i. all equipment supplied; and
- ii. the complete installation

comply with the Occupational Health and Safety Act, Act 85 of 1993, and the regulations promulgated there under.

1.4.2.6 GRINDER

(a) General

The contractor shall provide a grinder.

The system must accommodate high-flow while shredding solids (such as rags, trash, plastic, small stones and wood) into small particles that flow easily through pumps, pipes and processes.

(b) Configuration

The grinder shall be installed inside the sump by means of a customized stainless steel bracket where the inlet pipe enters the sump.

The grinder shall incorporate the following major components:

- i. High flow screening drums
- ii. Dual shafted grinders
- iii. Control systems and instruments

1.4.2.7 PERFORMANCE REQUIREMENTS

The system must be able to handle a Maximum Duty Capacity of 60m³/h raw sewage.

1.4.2.8 DESIGN

The grinder shall be an open channel configuration and the layout and positioning of equipment shall provide easy access to all areas that require operation and maintenance. Where equipment may require removal for maintenance, sufficient space shall be provided to allow ease of removal.

The installation shall comply with the following requirements:

- (a) A customized stainless steel bracket must be supplied to secure the grinder on the wall at the outlet pipe. The grinder must be able to slide into the bracket for easy installation / removal when required. Provision shall be made for deflector plates as part of the installation to prevent dead zones on the corners of the bracket.
- (b) Lifting eyes, lugs, hooks etc., shall be provided on heavy or large items to facilitate handling
- (c) All plant and equipment shall be of robust construction and the design shall, as applicable, be based on:
 - i. the full range of duties which can be reasonable anticipated
 - ii. the power and torque transmitted by the driver system under full load and stalled conditions
 - iii. conservative service and safety factors based on approved standards or laid down in the printed specifications of reputable and approved manufacturers
 - iv. a safety margin of at least 20% in addition to any service or safety factors which apply
 - v. twenty four hour per day operation
 - vi. a minimum life of 100 000 hours before repair or major part replacement on the structural parts
- (d) Where damage can occur from normal operational or other foreseeable problems, plant, equipment and systems must be designed to be fail safe, ie. must have a built-in redundant elements, or be fail-to-safe; ie. Must return to a safe condition where no further damage can be done in the event of a failure, malfunction, mal-operation, and overload and as far as practical, misuse. All reasonable and economically justifiable protections to prevent or limit damage to plant and equipment, particularly in high risk situations, must be incorporated. Protections shall:
 - i. be directed at the source of the problem, limit forces to safe levels and act quickly enough to prevent;
 - ii. stop or prevent from starting all equipment at risk;
 - iii. activate an alarm with labelled indicator on the control panel whenever a protection operates;
 - iv. not permit unauthorised tampering; and
 - v. operate reliably after long inactive periods exposed to corrosive and dirty conditions

1.4.2.9 GUARDS

Guards shall comply in all respects with the Occupational Health and safety Regulations and the following points shall also be noted:

Guards are required to cover all moving or revolving components of machinery. Guards which do not adequately cover moving protrusions will under no circumstances be accepted.

Guards shall be neatly and rigidly constructed and fixed and shall not vibrate or cause noise during operation.

Where expanded metal or similar mesh is used, the mesh opening shall not permit a circular object 10mm or larger to penetrate.

Guards shall completely enclose drives and shall entirely prevent a person from touching any moving protrusion.

It shall be possible to remove the guard easily for maintenance purposes.

1.4.2.10 ELECTRICAL EQUIPMENT

- (a) Electric motors shall be rated for a 400 V 50 Hz, 3-phase power supply. The motor capacity and starting characteristics shall be compatible with the requirements of the driven equipment. All electric motors to be WEQ or similar approved.
- (b) Only submersible type electric motors to be supplied
- (c) Supply and install LV cable connections between existing MCC and the new grinder.
- (d) Supply and install weatherproof E-Stop
- (e) Modification of existing MCC to allow installation of any required new control equipment
- (f) All power and instrument cabling required, should be supplied, installed and terminated by the contractor
- (g) Supply and installation of stainless steel cable racking and wire mesh to support instruments and associated cabling
- (h) Trenching, backfilling and compaction required for installation of power and instrument cabling
- (i) Supply and install in the instrumentation section of the existing MCC relays for connection of control and monitoring signals to the existing SCADA system.

1.4.2.11 SUMP COVERS

The existing sump covers must be modified to fit in with the new equipment. Provision must be made for support to the covers as needed.

1.4.2.12 FASTENERS

All fasteners shall be of EN 1.4401 (316) stainless steel.

1.4.2.13 CONTROL PANEL

The control panel shall be fitted next to the existing panel. Provision for the cables must be taken in consideration.

It is expected that the following items will be provided in the control panel:

- (a) Main disconnect and security lockout.
- (b) Circuit protection
- (c) Pilot lights
- (d) Alarms and pilot lights for fault conditions.
- (e) Motor starters and control.
- (f) Control transformers complete with primary and secondary fusing.
- (g) Control relays as required.
- (h) All other equipment for the proper and efficient operation of the equipment according to the manufacturer's requirements.
- (i) The Telemetry system must be compatible with the Operating System.

1.4.2.14 SITE WORK

(a) Plant Operation during Contract Works

Waste water will continue to enter the plant during the full period of the Contract

(b) Installation

Installation of the grinder shall be in accordance with the manufacturer's written instructions. A suitably qualified representative from the manufacturer of the equipment shall visit the Site during installation and shall provide guidance.

1.4.2.15 DOCUMENTS

The following documentation shall be included:

i. Engineering G.A. Drawings

- (a) Drawings include equipment descriptions, specifications, dimensional and assembly drawings, parts lists and job specific drawings.

ii. Operation and Maintenance (O & M) Manuals

- (a) O & M manuals are prepared using best commercial practices. The manuals include equipment descriptions, operating instructions, drawings, troubleshooting techniques, a recommended maintenance schedule, and the recommended lubricants.

1.4.2.15 IDENTIFICATIONS

Each unit of equipment is identified with a corrosion resistant nameplate, securely attached in a conspicuous place. Nameplate information includes equipment model number, serial number, duty details, supplier's name, and location.

1.4.2.16 PRODUCTS

The grinders, motor controllers/control panels and support systems comply with specifications supplied by JWC International.

1.4.2.17 GRINDER CONSTRUCTION

(a) Material standards

Material	British Standard
Carbon Steel, Plate and Strip	BS EN 10139 : 1998
Austempered Ductile Cast Iron	BS EN 1564 : 1997
Austenitic Cast Iron	BS EN 13835 : 2002
304 Stainless Steel	BS EN 10088-1 : 2005
316 Stainless Steel	BS EN 10088-1 : 2005
4130 Heat Treated Alloy Steel	BS EN 10028-2 : 2003
4140 Heat Treated Alloy Steel	BS EN 10028-2 : 2003
Leaded Bronze CC493K	BS EN 1982 : 2008

All material hardness's measured to Rockwell C (HRC)

(b) Electrical standards

All motor controllers/control panels meet the minimum requirements of BS EN 60204-1 : 2006 and European Conformity (CE).

(c) Grinder assembly

- i. Each grinder includes cutters, spacers, shafts, bearings, seals, side rails, top and bottom housings, drive speed reducer and motor. They are of the 2 shaft design, capable of continuous operation and dry running.
- ii. The 2 shaft design consists of 2 parallel shafts alternately stacked with individual intermeshing cutters and spacers positioned on the shaft to form a helical pattern. The 2 shafts counter-rotate (rotate into one another) with the driven shaft operating at 80% the speed of the drive shaft.

(d) Cutters and Spacers

- i. Individual cutters and spacers are made from 4130 heat treated alloy steel to BS EN 10028-2: 2003, surface ground for uniformity and through-hardened to a minimum 45-50 HRC. The cutters and spacers can also be made from 304 stainless steel.
- ii. Cutters and spacers both have hexagonal centre holes to fit the hexagonal shafts.

- iii. The grinder is supplied with 11 tooth cam cutters on both shafts. To maintain particle size the maximum height of the tooth above the root diameter is 13mm. Cutter to cutter root diameter overlap is between 2mm and 7mm to maintain the best possible cutting efficiency while incurring the least amount of frictional losses. The maximum clearance between overlapping cutters of opposing shafts is 0.28mm. The cutters can also be supplied with 7 or 13 teeth.
- iv. Cutters exert a minimum force at the tooth tip of 12,234 N/kW during momentary load peaks.

Cutter Type	Theoretical Particle Size (mm)
7 Tooth Cam	7.87 x 9.53 x 50.80
11 Tooth Cam	7.87 x 9.53 x 31.75
13 Tooth Cam	5.46 x 9.53 x 28.58

(e) Shafts

- i. The grinder drive and driven shafts are made from 4140 heat treated hexagonal steel to BS EN 10028-2 : 2003 with a tensile strength rating of not less than 1027 kN/m².
- ii. Hexagonal shafts measure nominally 50.8mm across the flats.

(f) Shaft Bearings and Seals

- i. The cutter shafts have seal cartridge assemblies at both ends designed to take the radial and axial loads.
- ii. The sealed cartridge assembly consists of deep groove ball bearings, O-ring seals made of Buna-N elastomers and a mechanical seal rated to 6 bar with tungsten carbide faces to allow for deflection of the shafts when under axial load.
- iii. For special conditions alternative O-ring materials are available for the cartridge assembly, such as Viton and Teflon.

(g) Intermediate Shaft Support

- i. The intermediate shaft supports are positioned in the centre of the cutter stack on all grinders of 40" (1000mm) and above.
- ii. The intermediate shaft supports provide additional support for heavier than normal influent loads and protection for the seal assemblies.
- iii. The assembly consists of a 2 part stainless steel housing and 2 bushings to BS EN 1982:2008 CC493K. The bushings act as bearings to allow the free rotation of the shafts.

(h) Hi-Flow Side Rails

- i. The side rails are made from austempered ductile cast iron to BS EN 1564: 1997.
- ii. The inside profile of the side rails is concave to follow the radial arc of the cutters.
- iii. Hi-flow side rails have evenly spaced slots that increase flow and decrease head loss.

(i) End Housings and Covers

- i. Grinder end housings are made from austempered ductile cast iron to BS EN 1564: 1997 with a flow deflector which is designed to protect the bushings while guiding particles directly into the cutting chamber.
- ii. Top covers are made from austempered ductile cast iron to BS EN 1564: 1997 and the bottom covers from hot rolled plate to BS EN 10139 : 1998.

(j) Reducer

- i. The speed reducer is a grease filled, planetary type reducer with a 500% shock load capacity. The reduction ratio is 1 : 25.
- ii. The output shaft of the motor fits directly into the reducer, and the output shaft of the reducer is coupled to the grinder with a 2 piece coupling. Alternatively the motor and reducer can be a combined unit.

(k) Motors

General Purpose (IP55)				
Power (Kw)	Frame Size	FLC at 400V	Full Load Torque (Nm)	Full Load Efficiency
2.2	D100L	4.9A	14.8	81%
4	D112M	8.5A	26.5	84.2%

Hazardous Area (Exd – ATEX Zone1)				
Power (Kw)	Frame Size	FLC at 400V	Full Load Torque (Nm)	Full Load Efficiency
2.2	D100L	5.0A	14.8	81%
4	D112M	8.4A	26.7	84.5%

Submersible (IP68)				
Power (Kw)	Frame Size	FLC at 400V	Full Load Torque (Nm)	Full Load Efficiency
2.2	D132S	4.9A	14.8	81.5%
3.7	D160M	8.5A	26.7	84.2%

(l) Motor controllers/control panels

- i. The controller provides independent control of the grinder and is individually rated for the size of motor. Power supply is 400 volts, 3 phase, 50Hz.

(m) Operation

The controller is equipped with a 3 position selector switch, HAND – OFF/RESET – AUTO.

- OFF/RESET - grinder will not run
- OFF/RESET - grinder can only be reset with switch in this position
- HAND - grinder will run when “Start” push button is pressed and stop when “Stop” push button is pressed
- AUTO - grinder will start/stop when controlled by remote dry contact

(n) Components

i. Enclosure

- (a) Single door, mild steel enclosure, rated to IP65 and suitable for wall mounting. Powder coated RAL 7032. Fitted with corrosion resistant hinges and latches.
- (b) Houses the control devices, relays, terminal blocks and reversing motor starters.

ii. Control Devices

- (a) Pilot devices are mounted on the enclosure front panel.
- (b) Indicators for POWER ON, RUN and FAIL, to be LED type pilot lights.
- (c) Lights and selector switches are heavy duty IP65 type.
- (d) Control transformer is protected by 2 primary fuses and 1 secondary fuse. The 110 volt secondary has 1 leg grounded.
- (e) Relay contacts are provided for the grinder RUN and FAIL signal outputs. The contacts are rated 2 amps, 110 volts, resistive load.

iii. Motor Starter

- (a) Starter is full-voltage, 110 volt, reversing type operating coil.
- (b) Forward and reverse contactors on the starters have both mechanical and electrical interlocks.
- (c) Overload relays (OL) are adjustable so that the range includes the full load amps (FLA) rating and service factor.
- (d)

iv. Safety Features

- (a) When a grinder jam occurs in the grinder HAND or AUTO modes the controller will stop the grinder, then reverse the grinder rotation to clear the obstruction. If the jam is cleared, the controller will return the grinder to normal operation. Up to 2 additional reversing cycles (total 3) can occur within 30 seconds before the controller de-energises the grinder motor and activates the grinder fail indicator and relay.
- (b) If a power failure occurs while the grinder is running, operation will resume when the power is restored.
- (c) If a power failure occurs while the grinder is in a fail condition the fail indicator will re-activate when power is restored.
- (d) The controller provides overload protection for the motor through an overload relay mounted directly on the grinder motor starter.
- (e) Short-circuit protection requires that a properly sized circuit breaker or fuses be installed by others.
- (f) Controller reset is from the local panel controls only.

(o) Execution

Installation

Grinders and motor controllers/control panels are installed in accordance with JWC international installation instructions, and in compliance with all local Health and Safety guidelines and regulations.

SECTION 2.1: PRICING SCHEDULE

Item	Description	Amount (including of VAT)
1	Grinder at Brandwag sewer pump station	
2	Grinder at Sonskynvallei sewer pump station	
	TOTAL	

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

TENDER 31-14/15	
SUPPLY, DELIVERY AND INSTALLATION OF GRINDERS AT THE BRANDWAG AND SONSKYNVALLEI PUMP STATIONS, MOSSEL BAY	
CLOSING DATE: 7 NOVEMBER 2014	CLOSING TIME: 12:00

Bid documents, placed in a sealed envelope and clearly marked with the bid number on the outside, may be posted to:

The Tender Box
Mossel Bay Municipality
Private Bag X29
MOSSSEL BAY
6500

or

deposited in the tender box situated on the Lower Ground Floor, Municipal Building, 101 Marsh Street, Mossel Bay

Please note:

- **Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**
- All bids must be submitted on the official forms. Forms may not be retyped.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract included in this document.
- The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING ACCEPTED.

MUNICIPAL SUPPLIER DATABASE REGISTRATION NO:

NAME OF BIDDER:

POSTAL ADDRESS:

.....

STREET ADDRESS :

.....

TELEPHONE: AREA CODE: NUMBER.....

FACSIMILE: AREA CODE: NUMBER.....

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? YES/NO

HAS A VALID ORIGINAL OR A VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐
(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS
OFFERED? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

DELIVERY BASIS:

Is the delivery period firm?	YES / NO
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO
Discount offered:	Conditional/Unconditional
If conditional, state condition:	
Is offer strictly to specification/terms of reference	YES / NO
If not to specification/terms of reference. Please state deviation(s) if any:	
.....	

BANK DETAILS (IF APPLICABLE):

BANK NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT HOLDER:	
ACCOUNT NUMBER:	ACCOUNT TYPE:

OFFICAL STAMP FROM BANK OR AN OFFICIAL LETTER FROM THE BANK

<p>.....</p> <p>AUTHORISED BANK OFFICIAL</p>

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company registration number:.....
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If so, furnish particulars.
.....

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

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

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.1 If so, furnish particulars.....

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

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	MAXIMUM OF 20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a valid original or a valid certified copy of a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution:..... = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

MUNICIPAL RATES AND SERVICES

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

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

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

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

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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE

INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9: 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as **Director: Technical Services**

accept your bid under reference number **31-14/15** dated.....for the selling of assets indicated hereunder and/or further specified in the annexure(s).

ITEM NO	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

SECTION 7: HEALTH AND SAFETY SPECIFICATIONS

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 **Medical fitness of employees**
The Construction regulations stipulate that all employees on site must be medically fit to perform their duties.
- 2.4.1 The principal contractor must ensure that all employees is medically fit for work and must be able to provide proof of medical certificates in the form of Annexure 3 or company specific document. The medical certificates must be issued by an Occupational Health Practitioner registered with the Health Professional Council of South Africa (HPCSA) or a person who holds a qualification in Occupational Health recognised as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974(Act No. 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978(Act No. 50 of 1978).
- 2.4.2 The principal contractor must ensure that all employees on site being exposed to or coming into contact with pathogens and hazardous biological agents by working in waste water pump stations or waste water treatment plants must be inoculated against Hepatitis A and B to contain the contraction of occupational diseases by being exposed to hazardous biological agents. The principal contractor shall keep proof of inoculations of employees on file and it shall be made available upon request.
- 2.5 **Supervision of employees**
- 2.5.1 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.
- 2.6 **Personal protective equipment**
The Contractor must ensure that each person carrying out work at or visiting MOSSEL BAY Municipality's premises:
- 2.6.1 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.
- 2.7 **Contractor's plant**
The Contractor must:
- 2.7.1 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,

- 2.7.2 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,
- 2.7.3 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.

2.8 Certification of employees

The Contractor must ensure that:

- 2.8.1 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
- 2.8.2 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.
- 2.8.3 each employee who will be operating a construction vehicle or mobile plant must be in possession of a certificate of competency issued by an approved accredited training authority.

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 the 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.

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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 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 that 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 OHSAct (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.

Mossel Bay Municipality

Signed:..... Date:.....

Name (Block Letters).....

Position: / Title

Contractor:

Signed:..... Date:

Name (Block Letters).....

Position: / Title