

Mossel Bay Municipality

TDR91/2020/2021

**THE PROVISION OF UNSKILLED ELECTRICAL AND OTHER
RELATED LABOUR**

CLOSING DATE: 16 OCTOBER 2020	CLOSING TIME: 12:00
--------------------------------------	----------------------------

NAME OF BIDDER* :

ADDRESS* :
:
:
:

TEL NUMBER* :

FAX NUMBER* :

E-MAIL* :

CENTRAL SUPPLIER DATABASE REG NO* :

B-BBEE LEVEL OF CONTRIBUTION* :

TENDER AMOUNT (VAT INCLUDED) * :(various price see page 43-49).....

(* - 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

CLOSING DATE: 16 OCTOBER 2020

TDR91/2020/2021: THE PROVISION OF UNSKILLED ELECTRICAL AND OTHER RELATED LABOUR

Tenders are hereby invited from service providers for the provision of unskilled electrical and other related labour to Mossel Bay Municipality for the period ending 30 June 2023.

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 Morné Olivier at telephone (044) 606-5083 or e-mail at molivier@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms Unchin Kannemeyer at telephone (044) 606-5192 or e-mail at ukannemeyer@mosselbay.gov.za.

A set of tender documents can be obtained at a non-refundable cost of R244.06 per set from Ms Unchin Kannemeyer who may be contacted at telephone (044) 606-5192 or e-mail at ukannemeyer@mosselbay.gov.za **OR** it can be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). 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.

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, 16 October 2020** 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 is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 30 out of 40 points will be considered as non-responsive:

Functionality criteria and weight:

1. Similar experience of Company (or JV) carrying a weight of 15 points.
2. References related to similar experience carrying a weight of 15 points.
3. Vehicle carrying a weight of 10 points.

Responsive bids will then be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

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 Central 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.

**ADV THYS GILIOME
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 lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

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

1.2.4 Cost of 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 Central Supplier Database

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

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

(a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.2.8 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 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 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, 16 October 2020.**

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, 2001 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.

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

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

1.2.27 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 Central Supplier Database and they have 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 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 Central Supplier Database and they have 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 Central Supplier Database, 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 certified copy thereof is not submitted within the requested time.

1.2.28 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.2.29 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) All members of the Joint venture must submit, with the bid documents:
 - a valid tax clearance certificate or SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in annexure A (page 72-75)
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.29 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr Morné Olivier at telephone (044) 606-5083 or email at molivier@mosselbay.gov.za.

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SECTION 1.3: CONTRACT DATA

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (telephone: (011) 805-5947).

SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 It is the bidder’s responsibility to adhere to Health and Safety Regulations at all times when working on site. For further information, refer to the Occupational Health and Safety Act no.85 of 1993 with special emphasis on the Construction Regulations 2014.
- 1.4.2 Only bidders who reside within the Mossel Bay Municipal Area will be considered for evaluation purposes. **Failure to comply with this requirement will be seen as submitting a non-responsive bid.**

Business Address:.....
.....
.....

- 1.4.3 The tender will be evaluated per area.
- 1.4.4 An alternative bidder per area may be appointed depending on the responsiveness of the bidders.
 - 1.4.4.1 If the preferred bidder is unable to deliver the required quantity per order, the supplier must confirm this in writing (within 2 hours after the receipt of the official order) then the alternative will be used.
 - 1.4.4.2 If the alternative bidder is unable to deliver the required quantity per order, the supplier must confirm this in writing (within 2 hours after the receipt of the official order) then the second alternative will be used.
 - 1.4.4.3 If no **positive response** is received from the preferred bidder or the alternative bidder within two hours after the receipt of the order it will be deemed that the goods cannot be delivered and then quotations will be obtained from other bidders.
- 1.4.5 The successful bidder/s must have an active e-mail address to be able to correspond on a full-time basis.

E-mail:

- 1.4.6 The Municipality supplies to the successful bidder the material and equipment, excluding the transportation. The contractor must provide its use own vehicle to transport workers, tools, equipment and material to and from the site/workplace.
- 1.4.7 Contractor shall provide his employees with all relevant PPE, picks & spades needed.
- 1.4.8 Bidders may be required to rent or provide certain specialized equipment, such as compactors, jackhammers and concrete cutters when necessary, for which rental rates are required in the Schedule of Quantities.
- 1.4.9 Excavations
 - 1.4.9.1 The bidder shall commence with excavations within 12 hours after order is received.
 - 1.4.9.2 In the case of an emergency (including after hours), the bidder shall commence within 4 hours after instruction.
 - 1.4.9.3 Excavations of trenches shall be done with a minimum of 2 persons per 6 meter trench length, and minimum of 2 persons per 3 square meters of soil to be excavated w.r.t pole and joint holes.

1.4.10 Payment will only be done on completion of work to the satisfaction of the Director: Infrastructure Services or his delegate.

SECTION 1.5: FUNCTIONALITY

- (a) Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than **30 out of 40 points** for these criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

Nr	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company (or JV) Experience	15	
2	References Related to that Experience	15	
3	Vehicle	10	
TOTAL		40	

Functionality criteria are further divided as follows and points will be awarded as indicated below:

Criterion 1: Company (or JV) Experience

- (a) A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience, and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

Experience required: Successfully completed relevant/similar: UNSKILLED ELECTRICAL AND OTHER RELATED LABOUR	Maximum points	Bidder Score
Less than 1-year relevant experience.	5	
More than 1 year, but up to 2 years total relevant experience.	10	
More than 3 years total relevant experience of the company.	15	
TOTAL	15	

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to electrical labour, by means of completion certificates and appointment letters.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Tenderers to provide enough experience to score the total points as prescribed e.g. in order to claim 15 points, relevant projects should be listed for projects that was done in the last three (3) years or longer.**

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

Employer/Client	Nature of work/Scope of work (A full breakdown of the scope to be submitted)	Value of Work (incl. VAT)	Start and completion date (month and year) Duration
			Start Completion Duration

			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

Criterion 2: References related to Experience

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to electrical labour.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (similar to this scope of work).
- Was the work completed within the contractual time frame.
- Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project.
- General performance on the project.

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters to which the abovementioned Experience have been provided.
- These references letters must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 5 points will be awarded for each reference letter which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.
- NB: If no reference letters or questionnaires are attached **NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

Name of Reference or Company or Entity	Contact Person	Telephone and/or Cell phone number	Active E-mail address Or other contact details

The following are typical questions that could be asked from the references, please note that SCM reserves the right to ask more questions and request more proof to satisfy the evaluation process.

ATTACHMENT A

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed (similar to this scope of work).
2. Was the work completed within the contractual time frame?	Yes No..... If No, please state why:
3. Was the work completed within the contract amount?	Yes No..... If No, please state why:
4. Did the contractor comply with the Occupational Health & Safety regulations on site?	Yes No..... If No, please state why:
5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?	Yes No..... If No, please state why:

.....
REFERENCE NAME OF REFERENCE

.....
SIGNATURE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
DATE

STAMP OF REFERENCE

Criterion 3: Vehicle

- (a) A maximum of **10** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.

Description:	Owned by Bidder (Maximum Points)	Intent to Rent / Hire (Maximum Points)	Bidder Score
Vehicle	10	5	
TOTAL	10	5	

- (b) If the vehicle, as stipulated above, will be rented, proof of the intention to lease it from the supplier as well as the type of equipment must be submitted with the tender document.
- (c) If the vehicle is owned, provide proof of ownership and registration number is required.
- (d) **If no proof is provided with the tender document no points will be awarded.**

Bidder's Tip: Put yourself in the Municipality's shoes and score yourself to make sure you obtain the points you deserve and as stipulated above. If we ask for proof ensure that the proof is given otherwise those points will not be allocated.

SECTION 2.1: SPECIFICATIONS

2.1.1 ROAD CROSSINGS:

2.1.1.1. TRENCHING: GENERAL

1. Category A: main roads, bus routes, roads and carriageway crossings in industrial, business and commercial areas. Category B: residential roads, carriageway crossings, footways and verges, including low volume access roads to group housing.
If trenching through asphalt or concrete, the edges of the excavation shall be cut (50mm deep) in neat and straight lines. If trenching through paving blocks, cobbles or any other segmental unit, then the units shall be carefully removed and kept safe for reinstatement. All cuttings to be done with a Cutting Machine in straight lines and appropriate depths. The successful bidder is responsible for any damage, theft and follow-up complaints from the public.
2. If trenching through kerbs, channels or edgings, these must be removed in complete and kept safe for reinstatement. The successful bidder is responsible for any damage, theft and follow-up complaints from the public.
3. The cost of repairing trench settlements or any other damage due to faulty or negligent workmanship by the successful bidder during the twelve-month period after receipt of the notice of completion of the work, or part of the work by the permit holder shall be borne by the successful bidder.
4. In the excavation of brick surfaced roads and footways, brick pavers must be carefully removed and stored for safekeeping.
5. All trenches must be compacted according to SABS 1200 Standard specification. The compaction must be tested and the results available to Municipality on request. All test results must be kept for record purposes and must be handed over to Infrastructure Services in a Close-out report. Any public damage, loss or claim arising thereof shall be for The Permit Holder's account and as per Indemnity agreement. All Sleeves/ducts shall be laid in bedding & blanket as per SABS 1200 Standards. Under category B roads, the cement stabilised mixture need only be taken to a height of 150mm above the top of the upper most duct and the remainder of the trench backfilled as specified in Section 3.
6. Open & Close Trench: No trench may be left open after hours - Minimum disruption to the Public and Traffic at all times.
7. When trenching through kerbs, channels, edgings or any other edge unit, these shall be carefully removed up to the nearest whole unit and replaced. If these units are damaged they shall be replaced with new units to the satisfaction of the authority or private/business owner.

2.1.1.2. BACKFILLING OF TRENCHES

Category A: Main / Arterial Roads

1. The backfilling of trenches in Category A roads must comply with SABS 1200 Standards and Specifications.
2. Cement must be evenly mixed with the backfilling material in the ratio 1 : 33.
3. The backfill must be compacted in layers of 100mm thick and each layer compacted to a density of 93% mod AASHTO (or 100% if material is sand) as determined by either an density test result from an accredited Laboratory or any approved method in accordance with SANS 1200 Standards. Failure to do so will be taken as none compliance with the specification and result in backfilling being re-done at the successful bidder's expense.

Category B: Residential Roads / Low Volume access Roads

1. The backfilling of trenches in Category B roads must comply with SABS 1200 Standards and Specifications.

2. the backfill must be compacted in layers of 100mm thick and each layer compacted to a density of 93% mod AASHTO (or 100% if material is sand) as determined by either a density test result from an accredited Laboratory or any approved method in accordance with SANS 1200 Standards. Failure to do so will be taken as non-compliance with the specification and result in backfilling being re-done at the successful bidder's expense.
3. A record to be kept of all test results and to be handed in with the Close Out Report by the successful bidder.

2.1.1.3. FINAL REINSTATEMENT

1. All reinstatement work and materials shall be in accordance with the SABS 1200 Specification. Unless stated otherwise on the permit, the following pavement structures shall be used:

1.1. Asphalt roads and footways:

Category A (Main / Arterial): 40mm Hot premix Asphalt wearing course
150mm Bitumen Treated BTB G2 Base (or C2 Grade)
3 x 150 mm G4 Sub-Base Layers

Category B (Residential): 40mm Hot premix Asphalt wearing course
150mm G2 Base Layer
2 x 150 mm G4 Sub-Base Layers

Sidewalks/Footways/Parking: Minimum 25mm thick premix wearing course
1 x 150mm G4 Sub-Base Layer.

The above listed re-instatement is a general guideline and subject to existing conditions/material and the final instruction from the Director: Infrastructure Services Department.

1.2. Other roads:

Where the trench is through an existing road, footway, verge or carriageway crossing of surfacing type other than asphalt then the surfacing type and layer works shall be replaced as per Infrastructure Services Specification. If the original units are damaged and cannot be replaced with similar units, then the successful bidder shall use an alternative as supplied by the Municipality.

When trenching through concrete, the edges of the trench shall be saw cut in straight lines. Re-instatements shall be the same thickness of concrete, base and sub base as original structure. All concrete shall have a 28 day compressive strength of 30 MPa. All joints shall be replaced and sealed with an approved flexible joint sealant.

2. Finished Surface: The wearing course layer shall extend at least 150 mm beyond the edge of the trench so as to adequately cover the vertical joint formed by the side of the trench. The joint between old and new wearing course shall be cut straight and all surfaces cleaned and all loose material removed. A tack coat of a 30% stable – grade bituminous emulsion shall be applied to the base and sides at a rate of 0.6 l/m², at least 30 minutes before and not more than 24 hours before surfacing.

2.1.2 HEALTH AND SAFETY SPECIFICATIONS

MOSSEL BAY MUNICIPALITY

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 2014 promulgated 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 Statutory 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 are 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).

2.5 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 and Equipment

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,
- 3.2.2 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
- 3.2.3 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 and 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.
- 3.8.4 The Contractor must submit an Emergency Response Plan and Procedure to the Client to address any spillage of hazardous substances and dangerous goods and include traffic management plan to manage traffic control should such incident occur on a public road.

3.9 Asbestos Containing Materials

- 3.9.1 All materials containing asbestos must be handled as per prescriptions stipulated in the Asbestos Regulations 2001.
- 3.9.2 A plan of work for all Asbestos related works must be completed by the contractor and approved by an Accredited Inspection Authority. This plan of works must be submitted to Department of Labour 14 days prior to work commencing on site.
- 3.9.3 All employees exposed to working conditions and elements containing Asbestos must be trained in handling Asbestos containing materials and proof of such training must be provide by the contractor. Training to be conducted by an accredited training institution.
- 3.9.4 All personnel on site shall wear the required personal protective equipment at all times while handling asbestos and the applicable equipment must also be handled as such.

3.10 Confined Spaces

- 3.10.1 The contractor must ensure that all persons on site conform to the stipulations for working in confined Spaces as specified in terms of General Safety Regulation 5 and that everyone on site adhere to these stipulations at all times.

3.11 Compliance with OHS Act & Regulations

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations at all times for the full duration of the contract. Please note that the Contractor must supply proof that the following conditions of the OHS Act and applicable Regulations has been complied with before construction can start:

- 3.11.1 Submission of site-specific Health & Safety Plan to the Engineer/Client Agent appointed for the project and proof of approval of the submitted Health & Safety Plan;
- 3.11.2 Notification of Construction Work to Department of Labour;
- 3.11.3 Notification to any other authority as may be required;

3.12 COVID-19 Coronavirus Workplace Measures

- 3.12.1 The latest COVID-19 pandemic brought about changes in legislation and therefore construction project need to cater for all requirements in terms of the precautionary measures in the workplace to address regulatory matter regarding this virus. The virus is classified as Group IV Hazardous Biological Agent and must be treated as such making the Hazardous Biological Agents Regulations critically important and must be applied in conjunction with all other relevant legislation.
- 3.12.2 In reference to Government Gazette No. 43257 dated 29 April 2020 COVID-19 Occupational Health & Safety Measures in Workplaces (C19 OHS) directive must be adhered to at all times.
- 3.12.3 The contractor must have a policy regarding the measures that will be implemented on site in terms of COVID-19 and the policy requires must be enforced.
- 3.12.4 Risk assessments must be conducted covering all COVID-19 related matters and employees trained on the contents thereof. These risk assessments must be conducted separately and does not form part of other risk assessments conducted for construction activities.
- 3.12.5 Screening in terms of COVID-19 must be conducted and results duly recorded for record purposes.
- 3.12.6 Procedures must be developed and communicated on how the contractor intends to handles possible infections at the workplace as this is a highly contagious occupational disease.
- 3.12.7 All applicable legislation must still be adhered to and these COVID-19 related regulations is not a substitute to other regulations.
- 3.12.8 Social Distancing must be implemented and enhanced in the workplace.
- 3.12.9 Sanitizer consisting of 70% alcohol must be made freely available for all persons on site at all times as well as visitors. Valid Material Safety Data Sheets to be provided for alcohol-based sanitiser that will be used on site.
- 3.12.10 The contractor to provide each employee on site with a mask and no person must be allowed to enter if not wearing a mask and it must be worn at all times.

3.13 Audits and Reviews

- 3.13.1 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.
- 3.13.2 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.

Any transgression of the OHS Act 85 of 1993 and Regulations found upon inspection on site will result in OHS penalty of R 2,000.00 per incident/day/site due to negligence of the Contractor, which will be deducted from payment certificates submitted by the Contractor.

ADDENDUM 2: CONTRACTOR MEMORANDUM OF 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 a month/week 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 authorization 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 honour 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 dB 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 OHS Act (85 of 1993), all "reportable incidents" to the Department of labour.
- 11.3 Immediate notification shall be followed by a full Incident Investigation Report to the Municipality's Responsible Person within 24 hours for serious accidents and 72 hours for minor accidents.

12 ENVIRONMENTAL AWARENESS

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

13 OCCUPATIONAL HEALTH AND HYGIENE

- 13.1 The Contractor shall be responsible for the medical welfare of its own and sub-contractor personnel.
- 13.2 The Contractor shall ensure that all its personnel and sub-contractor's personnel are medically fit to perform their work. If requested by the Municipality, the Contractor shall provide medical certificates for its own and sub-contractor personnel.
- 13.3 The Contractor shall adhere to all applicable government regulations or the Municipality's guidelines for medical surveillance or industrial hygiene monitoring.
- 13.4 The Contractor shall ensure that its personnel and sub-contractor's personnel maintain the highest standards of hygiene.
- 13.5 If separate accommodation for Contractors personnel is provided (e.g. contractor's huts), the Contractor shall comply with the relevant legal standards for: sanitation, sewage, hygiene, water supply, sleeping quarters, food establishments, laundry and garbage disposal.
- 13.6 All contract personnel must eat meals in designated areas only. The storage or eating of food in work areas or workshops is strictly prohibited.

14 SPECIFIC UNDERTAKING BY CONTRACTOR'S MANAGEMENT

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



MOSSSEL BAY MUNICIPALITY

AGREEMENT WITH MANDATARY

Date:

**OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
Section 37(1) & (2)**

**CONSTRUCTION REGULATIONS 2014
Construction Regulation 5**

AGREEMENT WITH MANDATORY IN TERMS OF SECTION 37(1) & (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Mossel Bay Municipality
(Hereinafter referred to as **Client** / Principal Contractor / Contractor)

AND

.....
Principal Contractor / Contractor

MOSSEL BAY MUNICIPALITY

CONTRACT NO / ORDER NO

OHS MANDATORY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATES)

**OCCUPATIONAL HEALTH & SAFETY ACT
NO 85 OF 1993**

Note: Section 1(1)(xxviii) of the Act defines a “Mandatory” as including “an Agent, a Contractor or a Subcontractor for Work”.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993, hereinafter referred to as “the Act”, the the Contractor as an employer in its own right and in its capacity as Contractor the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (i) The contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act; and
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer’s Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the Contract; and
- (iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

.....
WITNESS

.....
FOR AND ON BEHALF OF MOSSEL BAY MUNICIPALITY

Signed at on the day of202_.

.....
WITNESS

.....
FOR AND ON BEHALF OF

Signed at on the day of202_.

SECTION 2.2: PRICING SCHEDULE

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

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

SECTION 2.3: SCHEDULES OF QUANTITIES

“Labour only Rate” shall include the cost of unskilled labour, including supervision, transport and profit required to complete the installation of all material covered by each specific item, inclusive of VAT.

No addition, erasure or alteration may be on the schedule of quantities. Any such changes will make the bid non-responsive.

ITEM 1: AREA – BOGGOMS BAY UP TO HARTENBOS

Item 1 (a) : Cable Trenches

Trenching, sand bedding, laying of cable and danger tape, backfilling, compacting and tidy up to Mossel Bay Municipality’s specifications

Item Nr	Description	Estimated Quantity per annum	Rate per meter (inclusive of VAT)
1a	Cable Trenches shall be a minimum depth of 600mm with a minimum width of 300mm (LV cables)		
(i)	when ground is pickable soil	3 000	
(ii)	Road crossings	500	
(iii)	Cutting of tar surface with Cutting machine	1 000	
1b	Cable Trenches shall be a minimum depth of 900mm with a minimum width of 500mm (MV cables)		
(i)	when ground is pickable soil	1 200	
(ii)	Road crossings	150	
(iii)	Cutting of tar surface with Cutting machine	300	

Item 1 (b) : Pole Holes

Digging, backfilling, compacting and tidy up to Mossel Bay Municipality’s specifications of pole holes.

Item Nr	Description	Estimated Quantity per annum	Rate per hole (inclusive of VAT)
1.	Required for HT power lines 1m (W) x 1.5m (L) x 1.8m (D)	150	

Item 1 (c) : Joint Holes

Digging, backfilling, compacting and tidy up to Mossel Bay Municipality's specifications of MV cable joint trench.

Item Nr	Description	Estimated Quantity per annum	Rate per hole (inclusive of VAT)
1.	Required for HT power lines 2m (W) x 3m (L) x 1m (D)	20	

Item 1 (d) : Cleaning of Substation Surroundings

**Removing of weed, grass and small bushes. Operating of weed eater, raking and tidying up of ground.
Loading and off-loading onto/off vehicle.**

Item Nr	Description	Estimated Quantity per annum	Rate per m² (inclusive of VAT)
1.	Own Transport and equipment	200	

Item 1 (e) : Restoration of paving after retrenching

Compacting, restoration and cleaning of paving on sidewalks and driveways.

Item Nr	Description	Estimated Quantity per annum	Rate per m² (inclusive of VAT)
1.	Own Transport and equipment	200	

Item 1 (f) : Restoration of asphalt road surface after trenching

Compacting, restoration of layer works and wearing course, and cleaning of asphalt road crossings.

Item Nr	Description	Estimated Quantity per annum	Rate per m² (inclusive of VAT)
1.	Own Transport and equipment	100	

Item 1 (g) : Bush clearing under overhead lines

Cutting and removing of trees, small bushes under overhead lines.

Item Nr	Description	Estimated Quantity per annum	Rate per m² (inclusive of VAT)
1.	Own Transport and equipment	15 000	

Item 1 (h) : Labour and Transport rate for other work than the above

Item Nr	Description	Estimated Quantity per annum	Rate per item (inclusive of VAT)
1	Labour (Normal Time)		
	Supervisor	500	
	Labourer	1 000	
2	Labour (Normal Overtime)		
	Supervisor	20	
	Labourer	70	
3	Labour (Sundays & Public Holidays)		
	Supervisor	20	
	Labourer	70	
4	Transport (per km)		
	LDV (Bakkie)	3 000	
5	Equipment (per day)		
	Compactor	100	
	Jackhammer (including point)	30	
	Cutting Machine, including blade (for tar and concrete surfaces)	30	

ITEM 2: AREA – LITTLE BRAK RIVER UP TO GLENTANA**Item 2 (a) : Cable Trenches**

Trenching, sand bedding, laying of cable and danger tape, backfilling, compacting and tidy up to Mossel Bay Municipality's specifications

Item Nr	Description	Estimated Quantity per annum	Rate per meter (inclusive of VAT)
1a	Cable Trenches shall be a minimum depth of 600mm with a minimum width of 300mm (LV cables)		
(iv)	when ground is pickable soil	2 000	
(v)	Road crossings	350	
(vi)	Cutting of tar surface with Cutting machine	700	
1b	Cable Trenches shall be a minimum depth of 900mm with a minimum width of 500mm (MV cables)		
(iv)	when ground is pickable soil	900	
(v)	Road crossings	150	
(vi)	Cutting of tar surface with Cutting machine	300	

Item 2 (b) : Pole Holes

Digging, backfilling, compacting and tidy up to Mossel Bay Municipality's specifications of pole holes.

Item Nr	Description	Estimated Quantity per annum	Rate per hole (inclusive of VAT)
1.	Required for HT power lines 1m (W) x 1.5m (L) x 1.8m (D)	150	

Item 2 (c) : Joint Holes

Digging, backfilling, compacting and tidy up to Mossel Bay Municipality's specifications of MV cable joint trench.

Item Nr	Description	Estimated Quantity per annum	Rate per hole (inclusive of VAT)
1.	Required for HT power lines	15	

	2m (W) x 3m (L) x 1m (D)		
--	--------------------------	--	--

Item 2 (d) : Cleaning of Substation Surroundings

Removing of weed, grass and small bushes. Operating of weed eater, raking and tidying up of ground.
Loading and off-loading onto/off vehicle.

Item Nr	Description	Estimated Quantity per annum	Rate per m ² (inclusive of VAT)
1.	Own Transport and equipment	150	

Item 2 (e) : Restoration of paving after retrenching

Compacting, restoration and cleaning of paving on sidewalks and driveways.

Item Nr	Description	Estimated Quantity per annum	Rate per m ² (inclusive of VAT)
1.	Own Transport and equipment	150	

Item 2 (f) : Restoration of asphalt road surface after trenching

Compacting, restoration of layer works and wearing course, and cleaning of asphalt road crossings.

Item Nr	Description	Estimated Quantity per annum	Rate per m ² (inclusive of VAT)
1.	Own Transport and equipment	100	

Item 2 (g) : Bush clearing under overhead lines

Cutting and removing of trees, small bushes under overhead lines.

Item Nr	Description	Estimated Quantity per annum	Rate per m ² (inclusive of VAT)
1.	Own Transport and equipment	10 000	

Item 2 (h) : Labour and Transport rate for other work than the above

Item Nr	Description	Estimated Quantity per annum	Rate per item (inclusive of VAT)
1	Labour (Normal Time)		
	Supervisor	250	
	Labourer	600	
2	Labour (Normal Overtime)		
	Supervisor	10	
	Labourer	50	
3	Labour (Sundays & Public Holidays)		
	Supervisor	10	
	Labourer	50	
4	Transport (per km)		
	LDV (Bakkie)	1 500	
5	Equipment (per day)		
	Compactor	50	
	Jackhammer (including point)	20	
	Cutting Machine, including blade (for tar and concrete surfaces)	20	

**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER:	TDR91/2020/2021	CLOSING DATE:	16 OCTOBER 2020	CLOSING TIME:	12:00
DESCRIPTION	THE PROVISION OF UNSKILLED ELECTRICAL AND OTHER RELATED LABOUR				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr Morné Olivier
CONTACT PERSON	Ms Unchin Kannemeyer	TELEPHONE NUMBER	(044) 606-5083
TELEPHONE NUMBER	(044) 606-5192	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	molivier@mosselbay.gov.za
E-MAIL ADDRESS	ukannemeyer@mosselbay.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1 MBD4: DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company registration number:.....

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholder's 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

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.2 If so, furnish particulars.....

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

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

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.2: MBD 5: Declaration for procurement above R10 million

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.

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

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

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

2.2 If yes, provide particulars:

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**

3.1 If yes, furnish particulars.

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

4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES/NO**

4.1 If yes, furnish particulars.

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

SECTION 4.3 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 or to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20	10
Total points for Price and B-BBEE must not exceed	100	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS:
.....
.....

SECTION 4.4: 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

SECTION 4.5: AUTHORITY FOR SIGNATORY

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

SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE

INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7 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 5: DECLARATION

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

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

MBD 7.1

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

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

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

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
3.
DATE:

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

1. I..... in my capacity as **Director: Infrastructure Services**
accept your bid under reference number **TDR91/2020/2021** dated..... for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

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

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TDR91/2020/2021: THE PROVISION OF UNSKILLED ELECTRICAL AND OTHER RELATED LABOUR

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

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

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

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

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

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

MOSSEL BAY MUNICIPALITY

COMPULSARY DOCUMENTATION/CHECKLIST TO TENDER DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: (Failure to submit this documentation will result in the tender being non-responsive). **(To be completed and signed by the Bidder):**

Nr	Description	YES	NO
1.	Valid tax clearance certificate and PIN		
2.	Valid original OR valid copy of B-BBEE certificate or sworn affidavit as per legislation		
3.	Valid letter OR valid copy of Letter of Good Standing from the Compensation Commissioner		
4.	Copy of the latest (month prior to tender closure) <u>Municipal Accounts</u> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
	OR		
	Copy of the <u>Lease Agreements</u> or <u>Rental Statement</u> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
5.	Copy of CIDB registration (if applicable)	N/A	N/A
6.	MBD 1 – Is the form duly completed and signed?		
7.	MBD 4 – Is the form duly completed?		
8.	MBD 5 – Declaration for procurement above R10 million.		
9.	MBD 6.1 – Is the form duly completed and signed?		
10.	Authorised Signatory – Is the form completed OR resolution attached?		
11.	All required sections <u>completed and signed</u> by the Authorised Signatory?		
12.	MBD 8 – Is the form duly completed and signed?		
13.	MBD 9 – Is the form duly completed and signed?		
14.	Declaration - Is the form duly completed and signed?		

15.	Contract form - Is the form duly completed and signed?		
ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER			
16.	Documentation with reference to the Pre-evaluation of Section 1.5.		

I, confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

.....
Signature

.....
Date