

Mossel Bay Municipality

TDR335/2022/2023

**PLUMBING REPAIRS AND MAINTENANCE AT MUNICIPAL
BUILDINGS**

CLOSING DATE: 28 OCTOBER 2022

CLOSING TIME: 12:00

NAME OF BIDDER* :

ADDRESS* :

:

:

:

TEL NUMBER* :

FAX NUMBER* :

E-MAIL* :

CIDB REGISTRATION NUMBER* :

CENTRAL SUPPLIER DATABASE REG NO* :

B-BBEE LEVEL OF CONTRIBUTION* :

TENDER AMOUNT (VAT INCLUDED)* :(pages 30-37.....

(* - TO BE COMPLETED BY BIDDER)

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

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1.1 INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 28 OCTOBER 2022

TDR335/2022/2023: PLUMBING REPAIRS AND MAINTENANCE AT MUNICIPAL BUILDINGS

Tenders are hereby invited from registered plumbers with a CIDB grading of 2SO or higher for the installation of new, replacement or repair of damaged plumbing works to various property of Mossel Bay Municipality for the period ending 30 June 2025.

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 Nathaniel Martin or Ms Nandi Soji at telephone (044) 606-5249 or 606-5000 (Ext. 6678) or e-mail to nmartin@mosselbay.gov.za or nsoji@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms Juanita Schutte at telephone (044) 606-5198 or e-mail to jschutte@mosselbay.gov.za.

A set of tender documents can be obtained at a non-refundable cost of R378.91 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 or e-mail to jschutte@mosselbay.gov.za OR it can be obtained on our website at www.mosselbay.gov.za/procurement-index free of charge. 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, 2nd Floor, Municipal Main Building, 101 Marsh Street, Mossel Bay.

There will be **NO** compulsory site meeting. Contractor can do an on-site inspection from Monday - Friday between 07h45 - 16h15.

Potential bidders are requested to submit possible questions relating to this tender, before 12h00 on Monday, 17 October 2022 to jschutte@mosselbay.gov.za. All amendments, questions and answers or any other documentation relevant to this tender, will be published on the Municipality's website at www.mosselbay.gov.za.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 28 October 2022** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The 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 45 points will be considered as non-responsive:

Functionality criteria and weight:

1. Company (or JV) experience carrying a weight of 30 points.
2. References related to similar experience carrying a weight of 15 points.

This tender is subject to Regulation 9 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please

note that valve products and actuators has been designated with a minimum threshold of 70% and plastic pipes and cement has been designated with a minimum threshold of 100% for local content and production.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 23 September 2022.
2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

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.

MR C PUREN
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, can be made via EFT or cash payments to the Municipality of Mossel Bay. Documents can also be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link).

1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award 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 originally 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, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

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

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

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

1.2.8 Other Documentation

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

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.

(a) The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard of Uniformity in Construction in Procurement (May 2010) as published in Government Gazette No 31823, Board Notice 11 of 2009 of 30 January 2009. (See www.cidb.org.za)

(b) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **2SO** or higher class of construction work, are eligible to have their tenders evaluated.

(c) Joint Ventures are eligible to submit tenders provided that.

- Every member of the joint venture is registered with the CIDB.
- The lead partner has a contractor grading designation in the **2SO** or higher class of construction work; and

(d) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for a **2SO** or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Tender offers will only be accepted if:

(e) The Bidder is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation before the tender closing date/time.

(f) The Bidder or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

(g) The Bidder has not:

- (i) Abused the Employer's Supply Chain Management System; or
- (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

(h) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the State are permitted to submit bids or participate in the contract.

(i) The Bidder is registered and in good standing with the compensation fund or with licensed compensation insurer.

(j) The Employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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 who 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 or 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 at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12:00 on Friday 28 October 2022.**

OR

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

(b) Faxed, e-mailed and late 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, 2017 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 a 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 a 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 a 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.

(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.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, 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 expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

1.2.28 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 100-101).
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed Mr Nathaniel Martin or Ms Nandi Soji at telephone (044) 606-5249 or 606-5000 X 6678 or e-mail to nmartin@mosselbay.gov.za or nsoji@mosselbay.gov.za.

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1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime

interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

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

purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 Only Registered members to be considered with good standing PIRB (Plumbing Industrial Regulatory Board) registered plumbers who will be responsible for each installation. **Proof of registration to be submitted. Failure to submit proof may be seen as submitting a non-responsive bid.**

1.4.2 **SITE LOCATION**

The various site is located within the Mossel Bay Municipal Area.

1.4.3 **SITE BRIEFING MEETING**

No Site information meeting will be held. Contractor can do an on-site inspection from Monday - Friday between 07h45 - 16h15

1.4.4 **CONTACT DETAILS EMPLOYER**

Mossel Bay Municipality
Contact Number Office - 044 606 5000
E-mail Address - admin@mosselbay.gov.za

1.4.5 **CONTACT DETAILS EMPLOYER REPRESENTATIVE**

The Senior Technician (Buildings) : Nandi Soji
Contact Number Office - 044 606 5000
Contact Number Cell phone - 081 235 5892
E-mail Address - nsoji@mosselbay.gov.za

The Senior Technician (Buildings) : Nathaniel Martin
Contact Number Office - 044 606 5000
Contact Number Cell phone - 081 434 6116
E-mail Address - nmartin@mosselbay.gov.za

- 1.4.6 In the case of emergency works, an available Panel Member will be nominated and if in agreement, to carry out the required works.

- 1.4.7 All quotation priced after the successful award of this tender, should be in line with the offered rates or at a reduced rate. No increase of rates, unless where required, will be accepted.

1.4.8 **PRODUCT, MATERIALS AND COMPLIANCE**

All materials used to be SABS approved and installed according to the supplier specification and for the intended use only.

All works carried out to conform to the South African National Standards.

1.4.9 **TURN AROUND TIME**

In the case of emergency repair work, Works should be carried out the same day of notifying the Service Provider. In the event that could not be achieved, it will be required that the Panel Member ensure the damages is made safe and secure.

For normal repair work, installation, replacement of removals, the required turn-around time will be 48hours.

1.4.10 TENDER FUNCTIONALITY

- (a) Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than **30 out of 45 points** for this criterion 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 only relevant information is submitted, for points to 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:

	CRITERIA	MAXIMUM POINTS	REFERENCE (PAGE NUMBER) TO SUPPORTING DOCUMENTATION
1	Company (or JV) Experience	30	
2	References Related to that Experience	15	
TOTAL		45	

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 **30** 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. 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 (metalworks and/or refurbishment of containers)
- (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 projects related to plumbing works & repairs.	Maximum points	REFERENCE (PAGE NUMBER) TO SUPPORTING DOCUMENTATION
A minimum 1 year but up to 2 years total relevant experience.	10	

More than 2 years, but up to 3 years total relevant experience.	20	
More than 3 years total relevant experience of the company.	30	
Total		

- (c) In order to claim points for the above, bidders **must submit sufficient information as well as documentary proof of experience related to plumbing works & repairs, by means of completion certificates and/or appointment letters.**
- (d) Points will only be awarded for relevant & completed experience obtained relevant to metalworks and/or refurbishment of containers. 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 30 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	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
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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 metalworks and/or refurbishment of containers. 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 relating to plumbing works & repairs.
- 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 on the project / any incidents that occurred?
- 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 must 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.
- To claim points, bidders must submit, with the tender document, three reference letters to which the above-mentioned 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.

JOINT VENTURES

The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows:

For company experience the evaluation is based on the experience of the partner with the highest/longest experience record.

For the evaluation of the project team, if applicable, at least one of the Project leaders must be an employee with the leading partner of the consortium or joint venture. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.

If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.

The designated Project leaders, if applicable, may not be changed without the prior approval of the accounting officer or his/her nominated person once the bid was awarded.

ATTACHMENT A

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed projects related to plumbing works & repairs
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 requirements 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:

.....
NAME OF REFERENCE

.....
SIGNATURE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
DATE

STAMP OF REFERENCE (if available)

--

1.4.11 KEY PERFORMANCE INDICATORS FOR SUCCESSFUL BIDDER

1.4.11.1 The following key performance indicators will be applicable to the successful bidder and will be measured to assess the performance:

1.4.11.1.1 **Performance with regard to quality of work**

1.4.11.1.1.1 **Standard: Workmanship quality and accuracy is on standard required in terms of tender/project**

1.4.11.1.1.2 **Target: 100% achievement.**

1.4.11.1.1.3 **Proof of evidence: Certified job cards.**

1.4.11.1.2 **Occupational Health and Safety**

1.4.11.1.2.1 **Target: Compliance with Occupational Health and Safety**

1.4.11.1.2.2 **Standard:**

- a) General OHS Compliance – Start to end
- b) General risk management
- c) H&S File Approval, implementation, and maintenance
- d) Client findings closed out within 24hrs.
- e) Incidents

1.4.11.1.2.3 **Proof of evidence: Monthly OHS report.**

1.4.11.1.3 **Specifications**

1.4.11.1.3.1 **Target: Product/service delivered complies with specifications set in tender/project document**

1.4.11.1.3.2 **Standard: Tender Specification**

1.4.11.1.3.3 **Proof of evidence: Certified Job Cards**

1.4.11.1.4 **Timeframe**

1.4.11.1.4.1 **Target: Contractor performs/delivers within required timeframe**

1.4.11.1.4.2 **Standard: As per tender.**

1.4.11.1.4.3 **Proof of evidence: Report Card**

1.4.11.1.6 **Payment Applications**

1.4.11.1.6.1 **Target: Timely submission of complete and correct payment applications.**

1.4.11.1.6.2 **Standard: Present certified job cards**

1.4.11.1.6.3 **Proof of evidence: Certified Job Cards**

SECTION 1.5: SCOPE OF WORK

- 1.5.1 This tender is advertised for the purpose of annual maintenance and repairs to plumbing works required at various buildings of Mossel Bay Municipality. The tender will be awarded for the duration of three years to five maintenance Contractors that will serve on Building Maintenance Panel for Community Services.

SECTION 2.1: CONDITIONS OF CONTRACT

2.1.1 Disclaimer

Guidelines

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

The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause.

The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said Minor Building Works Contract Agreement shall be deemed to be incorporated in these bills of quantities

The ASAQS Model Preambles for Trades (November 2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.

The ASAQS Standard System of Measuring Building Work, Seventh Edition (2015) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Standard System.

General

Contractors are referred to the above mentioned documents for the full intent and meaning of each clause thereof.

These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents

2.1.2 CONTRACT SPECIFIC DATA:

The following contract specific data, referring to the General Conditions of Contract of Construction Works, Third Edition (2015) are applicable to this Contract:

Compulsory Data

Clause 1.1.1.13 The Defects Liability Period is 3 months

Clause 1.1.1.14 The time for achieving Practical Completion of the whole Works is will be agreed when the final scope of works was finalized.

Clause 1.1.1.26	The Pricing Strategy is Re-Measurement
Clause 5.1.1 and 5.8.1	Working hours are only permitted on week days, Monday - Friday between 07h45 - 16h15. Non-Working days are on Saturday, Sundays and public holidays
Clause 5.3.1	The documentation required before commencing with the works are: <ol style="list-style-type: none"> 1. Health and Safety Plan Health and Safety Risk Assessment (Refer to Clause 4.3) 2. Initial Programme (Refer to Clause 5.6)
Clause 5.3.2	The time to submit the documentation required before commencement of Works is 14 days. Failure to provide acceptable documentation or any documentation within in the stipulated time, the Employer may terminate the Contract in terms of Clause 9.2, alternatively a reasonable penalty fee, determined by the Employer Representative, can be imposed on the Contractor.
Clause 5.13.1	The penalty for failing to complete the whole of works are 5% of the Contract Value per day.
Clause 5.14.1	The requirements for achieving Practical Completion are to be fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
Clause 5.16.3	The latent defects period is 12 months,
Clause 6.10.3	The limit of retention money is 5% of the value of the Works.
2.1.3 Optional Data	
Clause 4.4.1	The Contractor shall not subcontract more the 25% of the whole Contract, unless approval is provided by the Employer.
Clause 6.3	Variation or Expansion of Works Orders shall be limited to 20% of the Contract Value to increase or decrease in any work included in this Contract.
Clause 2.2.1	The Contractor shall only take instructions from the Employer Representative for this Contract Works to carry out additional work.

2.1.4 SITE ESTABLISHMENT AND PROTECTION OF THE PUBLIC

Notes:

No danger tape shall be used for barricading. Construction Signage must be visible to all persons at all times. Construction Site and all excavations to be fenced off with a rigid orange nylon netting.

SECTION 2.2: PRICING DATA (Bill of Quantities)

- 2.2.1 Pricing and Award: Please note that the project is funded by a Council Vote and awarding of Tender is subject to availability of these funds and final approval from the Municipality.
- 2.2.3 A panel to a minimum of five (5) service providers may be appointed, depending on responsiveness.
- 2.2.4 **Bidders MUST tender for each line item in the pricing schedule to be considered for evaluation. Should the bidder fail to tender for each line item as stated, the bidder will not be evaluated and the bid will be seen as non-responsive. If no rate will be charged, please indicate it as N/A or R0.**
- 2.2.5 This tendered will be awarded for Rates Only.
- 2.2.6 It will be expected from the successful Maintenance Panel Members to provide a quotation on the required based on the rates tendered before commencement of works.
- 2.2.7 All prices should include supply, delivery and installation. All rates to be VAT included.
- 2.2.8 Service Providers to allow for all indirect cost, including Indemnity Insurance-, Risk and Liability-insurance, Cost of Foreman, Admin and other Supervision, Cost of Plant and Equipment hire etc., and other Preliminary and General cost not listed.
- 2.2.9 **PROVISIONAL SUMS**
Provision is made for Related Maintenance Service required.
Quotations will be requested for any related services from the Panel Members.
In the case for purchase of materials and equipment or tools required to carry out the needed Works, Proven Cost to be submitted for materials exceeding R1 000,00 inclusive of VAT.
- 2.2.10 **PRIME COST AMOUNTS**
Where indicated, Contractor to add for fixation, tools, labour and profit on PC Amounts
- 2.2.11 **OTHER**
- 2.2.11.1 **SPECIFIED ITEMS**
* Indicating any similar approved products. If similar products to be used, it must be specified by the Contractor in the quotation document, failure to comply can lead to the elimination as preferred bidder.
- 2.2.11.2 **PAYMENTS**
Employer shall only pay the Contractor for works completed and in terms of the provision of the Contract.
The Contractor shall provide documentary proof of ownership for any claim for Material on Site.
The Contractor need to provide a statement which he/she considers due to him/her. The Employer Representative will issue a Payment Certificate and Payment Summary for Work completed if in agreement

with the Contractor.

The original and signed Payment Certificate and Payment Summary must be handed in to Creditors section together with the Contractor invoice reflecting the amount as on the Payment Certificate. Documentation can be submitted via e-mail to creditors@mosselbay.gov.za or per hard copy at 101 Marsh Street, Mossel Bay.

Invoices will not be approved for payment if the Payment Certificate and Payment Summary is not provided and it remains the responsibility of the Contractor to ensure correct information is provided.

BILL OF QUANTITIES					
NO	DESCRIPTION	UNIT	QTY	RATE (INCLUDING VAT)	AMOUNT (INCLUDING VAT)
1	BILL NO. 1: PRELIMINARIES AND GENERAL				
	PRELIMINARIES				
	HEALTH AND SAFETY	Sum	1		
	<p>Notes:</p> <p>The Contractor to submit a Health and Safety Plan, as per the provided CHSS, compliant to the Occupational Health and Safety Act No. 85 of 1993, in particular Construction Regulations 7, to the Municipal Health and Safety Officer for consideration for approval before work commences on Project with Contract Values of R30 000.00 and above. This Health and Safety Plan must be on site at all times while carrying out the Contract Works.</p> <p>Pro Forma Risk Assessment form to be completed by the Contractor before work commences and kept on site at all times while carrying out the Contract Works on Projects with Contract Values under R30 000.00. On Completion of Works, this form must be submitted to the Employer's Representative.</p> <p>Penalty Fee for OHS Non-Compliance will amount to 10% of the Contract Value to the maximum of R2000.00 including VAT. OHS Penalty Fee will be applicable per incident, per site, per day, per area, per works, per non-compliance incident. Penalty Fee issued by the Health and Safety Officer of the Client, will be deducted from the Payment Certificate issued for work completed.</p> <p>Fixed Charge Item for the preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, medical examinations and any other H&S matters that the contractor deems necessary.</p>				

NO	DESCRIPTION	UNIT	QTY	RATE (INCLUDING VAT)	AMOUNT (INCLUDING VAT)
	<u>SITE INSPECTION</u>				
	Call out fee for a Site inspection to assess for the Work to be done, including a cost and time estimate.				
1.8.1	Base Fee including Mossel Bay CBD, D'Almeida, Dana Bay, Diaz, Heiderand, Joe Slovo, KwaNonqaba, Voorbaai and surrounding areas	Sum	30		
1.8.2	Base Fee including Klein Brakrivier, Reebok and Tergniet area	Sum	20		
1.8.3	Base Fee including Groot Brakriver and Greenhaven area	Sum	20		
1.8.4	Base Fee including Hersham, Outeniqua Strand and Glentana area	Sum	20		
1.8.5	Base Fee including Friemersheim area	Sum	20		
1.8.6	Base Fee including Brandwacht area	Sum	10		
1.8.7	Base Fee including Ruiterbosch area	Sum	5		
1.8.8	Base Fee including Herbertsdale area	Sum	10		
1.8.9	Base Fee including Boggomsbaai and Vleesbaai area	Sum	10		
2	<u>BILL NO. 2: PLUMBING AND DRAINAGE</u> Plumbing Points The following items include all the necessary water supply pipes, cold and hot (if applicable) points, chased into brickwork walls where necessary, this include the angle valves and flexi connectors where applicable, contractor to allow for his/her own design to meet SABS requirements. The following items also includes the drainage system from each point to a designated gulley point or connection to sewer pipe, this includes the applicable trap needed, contractor to allows for his/her own design to meet SABS requirements. The actual fitting with installation thereof have been measured elsewhere External water supply and sewer drainage measured elsewhere.				

NO	DESCRIPTION	UNIT	QTY	RATE (INCLUDING VAT)	AMOUNT (INCLUDING VAT)
	BASIC INSTALLATION RATES				
	HOT AND COLD WATER SUPPLY				
	This Rates to include all material, labour, indirect and set up costs and profit				
2.1.1	Supply and lay 20mm main water pipe	m	10		
2.1.2	Supply and lay 25mm main water pipe	m	10		
2.1.3	Fit cold water tap only	No.	10		
2.1.4	Fit garden tap	No.	10		
	DRAINAGE This Rates to include all material, labour, indirect and set up costs and profit				
2.2.1	Supply and build standard size manhole with cover	No.	12		
2.2.2	Dig trench for drain and place river sand blinding	m	12		
2.2.3	Supply and lay 110mm PVC main drain	m	12		
2.2.4	Backfill trench to drain	m	12		
2.2.5	Extra over encase drain in concrete	m	12		
2.2.6	Supply and fit vent valve	No.	12		
2.2.7	Supply and fit stub stack and vent valve	No.	12		
2.2.8	Supply and fit 50mm vent pipe	No.	12		
2.2.9	Supply and fit 100mm vent pipe / stack	No.	12		
2.2.10	Supply and fit 100mm vent pipe double storey	No.	12		
2.2.11	Supply and fit 100mm stack double storey	No.	12		
2.2.12	Supply and fit gulley	No.	12		
2.2.13	Cut into existing drain	No.	12		
2.2.14	Supply and fit rodding eye	No.	12		

NO	DESCRIPTION	UNIT	QTY	RATE (INCLUDING VAT)	AMOUNT (INCLUDING VAT)
2.2.15	Supply and fit junction (110mm)	No.	12		
2.2.16	Supply and fit bend (110mm)	No.	12		
2.2.17	Supply and fit bidem and perforated pipe	m	12		
2.2.18	Supply and install 50mm waste water pipe	m	12		
	SANITARY AND FITTINGS This Rates to include all material (piping etc.), labour, indirect and set up costs and profit. The price of sanitary ware, taps and fittings is not included.				
2.3.1	Fit basin with fittings	No.	30		
2.3.2	Fit w.c. (water closet/toilet) and supply pan connector	No.	30		
2.3.3	Fit urinal and fittings	No.	30		
2.3.4	Fit prep bowl and fittings and supply flexi trap	No.	30		
2.3.5	Fit bidet with fittings	No.	30		
2.3.6	Fit single sink/trough and fittings including flexi trap	No.	30		
2.3.7	Fit double sink/trough and fitting including flexi trap	No.	30		
	GEYSER INSTALLATION This Rates to include all material (piping etc.), labour, indirect and set up costs and profit.				
2.4.1	100l x 2kW Heattech (or similar approved) High Pressure Electric Water Heater (up to 600kPa) including Valve Pack, installed vertically or horizontal and connected to a Electrical Isolator. Installation to be according to SANS 10254. All products used to be SABS approved. Product warranty: 5 years excluding the Element and Thermostat. Installation of Electrical Isolator not Included.	No.	20		
2.4.2	150l x 3kW Heattech (or similar approved) High Pressure Electric Water Heater (up to 600kPa) including Valve Pack, installed vertically or horizontal and connected to a Electrical Isolator. Installation to be according to SANS 10254. All products used to be SABS approved. Product warranty: 5 years excluding the Element and Thermostat. Installation of Electrical Isolator not Included.	No.	25		

NO	DESCRIPTION	UNIT	QTY	RATE (INCLUDING VAT)	AMOUNT (INCLUDING VAT)
2.4.3	200l x 4kW Heattech (or similar approved) High Pressure Electric Water Heater (up to 600kPa) including Valve Pack, installed vertically or horizontal and connected to a Electrical Isolator. Installation to be according to SANS 10254. All products used to be SABS approved. Product warranty: 5 years excluding the Element and Thermostat. Installation of Electrical Isolator not Included.	No.	25		
2.4.4	10l Kwikot (or similar approved) Under Basin 1500W Electric Water Heater installed in accordance with SANS 10254. Product warranty: 1 year.	No.	25		
2.4.5	10l Kwikot (or similar approved) Over Basin 1500W Electric Water Heater installed in accordance with SANS 10254. Product warranty: 1 year.	No.	25		
2.4.6	15l Kwikot (or similar approved) Over Basin 1500W Electric Water Heater installed in accordance with SANS 10254. Product warranty: 1 year.	No.	25		
2.5.1	Compliance Inspect and issue Plumbing Certificate of Compliance	No.	35		
3	<u>BILL NO. 3: PROVISIONAL SUMS</u>				
	BUDGETARY ALLOWANCES FOR ADDITIONAL WORKS The following amounts will be used by the Client Representative for details to be finalized				
	Labour Rates				
3.1.1	Skilled Tradesperson, including Tiler, Painter, Carpenter, etc.	hr.	150		
3.1.2	Unskilled Laborer, Apprentice General Worker, etc.	hr.	200		

NO	DESCRIPTION	UNIT	QTY	RATE (INCLUDING VAT)	AMOUNT (INCLUDING VAT)
	Materials				
3.1.3	Percentage Mark-up on materials and equipment for Items not listed in this Schedule.	%	-		
	INCREASE OF PRICES Annual Pricing Escalation				
3.4	Allow for adjustment of Rates Tendered for 2023-2024 Financial Year	%	-		
3.5	Allow for adjustment of Rates Tendered for 2024-2025 Financial Year	%	-		
TOTAL INCLUDING VAT					

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:	TDR335/2022/2023	CLOSING DATE:	28 OCTOBER 2022	CLOSING TIME:	12:00
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DESCRIPTION	PLUMBING REPAIRS AND MAINTENANCE AT MUNICIPAL BUILDINGS
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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

CONTACT PERSON

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 Nathaniel Martin or Ms Nandi Soji
CONTACT PERSON	Juanita Schutte	TELEPHONE NUMBER	(044) 606-5249 or 606- 5000 X 6678
TELEPHONE NUMBER	(044) 606-5198	FACSIMILE NUMBER	
FACSIMILE NUMBER	(044) 606-5253	E-MAIL ADDRESS	nmartin@mosselbay.gov.za or nsoji@mosselbay.gov.za.
E-MAIL ADDRESS	jschutte@mosselbay.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

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

**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 / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If so, furnish particulars.
.....

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

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

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars

.....

3.12 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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 CONTRIBUTOR	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.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

80/20

or

90/10

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

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 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

6. BID DECLARATION

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

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

7.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	--

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

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Valve products and actuators	70%
Plastic Pipes	100%
Cement	100%

(Detail to be provided on annexure C – see pages 55-56)

3. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in

Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	335/2022/2023				Note: VAT to be excluded from all calculations	
(C2)	Tender description	PLUMBING REPAIRS AND MAINTENANCE AT MUNICIPAL BUILDINGS					
(C3)	Designated product(s)	Valves products and actuators, plastic pipes, cement					
(C4)	Tender Authority						
(C5)	Tendering Entity name						
(C6)	Tender Exchange Rate	Pula		EU		GBP	
(C7)	Specified local content %						

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2.1.1	Polyvinyl chloride(PVC)pipes							10			
2.1.2	Polyvinyl chloride(PVC)pipes							10			
2.1.3	Taps,Cocks							10			
2.1.4	Taps,Cocks							10			
2.2.3	Polyvinyl chloride(PVC)pipes							12			
2.2.5	Cement							12			
2.2.6	Safety or Relief Valves (Pressure valve or vacuum							12			

	Valves)											
2.2.7	Safety or Relief Valves (Pressure valve or vacuum Valves)							12				
2.2.8	Polyvinyl chloride(PVC)pipes							12				
2.2.9	Polyvinyl chloride(PVC)pipes							12				
2.2.10	Polyvinyl chloride(PVC)pipes							12				
2.2.11	Polyvinyl chloride(PVC)pipes							12				
2.2.12	Polyvinyl chloride(PVC)pipes							12				
2.2.14	Polyvinyl chloride(PVC)pipes							12				
2.2.15	Polyvinyl chloride(PVC)pipes							12				
2.2.16	Polyvinyl chloride(PVC)pipes							12				
2.4.1	Safety or Relief Valves (Pressure valve or vacuum Valves)							20				
2.4.2	Safety or Relief Valves (Pressure valve or vacuum Valves)							25				
2.4.3	Safety or Relief Valves (Pressure valve or vacuum Valves)							25				

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

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> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

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;
 - (iii) Construction Health and Safety Specification and
 - (iv) 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: FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

PLUMBING REPAIRS AND MAINTENANCE AT MUNICIPAL BUILDINGS

The Tenderer, identified in the Offer signature block, below has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUED ADDED TAX IS:

R.....(in figures);

.....(in words).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s).....

Name(s).....

Capacity.....

For the tenderer.....

.....
(Name and address of organisation)

Name & signature of witness..... Date.....

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the bidder's Offer shall form an agreement between the Employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the bidder (now **contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)
Name(s)
Capacity

for the employer

Name and address of organisation.....

.....

Name and signature of witness Date.....

Schedule of Deviations

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject

Details

.

2 Subject

Details

.

3 Subject

Details

.

4 Subject

Details

.

5 Subject

Details

.

By the duly familiarized representatives signing this agreement, the Employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

CONSTRUCTION HEALTH & SAFETY SPECIFICATION

ISSUED IN TERMS OF THE;

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
And REGULATIONS and the
CONSTRUCTION REGULATIONS 2014

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1. Definitions

For the purpose of this Construction Health and Safety Specification, the abbreviations or definitions given hereunder shall apply: (other as per legal definition will apply)

- “CR” Construction Regulations, 2014
- “CHSS” this document, the Construction Health & Safety Specification
- “OHSA” the Occupational Health & Safety Act of 1993
- “S” a Section in the Occupational Health & Safety Act of 1993
- “HIRA” – Hazard Identification and Risk Assessment
- “H&S” Health and Safety
- “Agent” occupational health and safety practitioner, appointed by the Municipality to act on its behalf, and who is appointed in writing.
- “Client” the Mossel Bay Municipality.
- “Regulations” the Regulations issued under the Occupational Health & Safety Act;
- “SSHSS” means Site Specific Health and Safety Specifications as per the CR

- “Site” the lands and other places, made available by the MBM for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.
- “Principal Contractor” means an employer appointed by the client to perform construction work;
- “Contractor” means an employer who performs construction work.
- “MBM” means the Mossel Bay Municipality

2. Introduction to the Construction Health and Safety Specification

- This Construction Health & Safety Specification (CHSS) is published in terms of the Occupational Health & Safety Act of 1993 (OHSA), Construction Regulations 2014, Regulation 5.
- The CHSS does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
- The Principal Contractor is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations, other relevant applicable regulations and or standards as may apply and the approved Health and Safety Plan, and then ensure the implementation thereof.
- The MBM is committed to ensuring that the highest standards of health and safety prevail at the Municipality.
- It shall be known within the MBM as the Construction Health & Safety Specification or CHSS.
- This CHSS must be included in all tender documents for construction work.
 - It may be supplemented on various projects by a Site-Specific Health & Safety Specification which deals with health & safety issues relevant to that specific project only; and
- The MBM may appoint an Agent who will (inter alia) be responsible for the approval of all Principal Contractors’ H&S Plans based on the CHSS or the SSHSS, for the auditing of the Principal Contractors’ implementation thereof, and for maintaining the document control associated with the CHSS / SSHSS.

3. Limitation of liability

- The MBM shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the CHSS or any project specific version thereof.
- Contractors must always ensure that equipment, machinery, plant, and work practices are compliant to the legal requirements as these apply.
- Any other potential responsibility or alternative arrangement shall be dealt with in a Mandatary Agreement, as defined in Section 37(2) of the Act, or the contract.

4. Purpose of the Construction Health and Safety Specification

- The purpose of the CHSS is for the specification to be used as the standard on which a Contractors' H&S Plans must be based. The CHSS will be applicable on any construction project for the MBM.
- This CHSS shall be incorporated and considered when a SSHSS is developed.

5. Implementation of the Construction Health and Safety Specification

- This CHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their contracts with their contractors and suppliers. It will be disseminated by the MBM to persons responsible for the design of infrastructure, projects and SCM, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors.
- The prospective Principal Contractors shall allow in their tenders for the cost of Health and Safety and complying with the requirements of the OHS Act and regulations, other legal requirements, this CHSS or additional SSHSS or other agreements.
- This CHSS shall be incorporated and considered when a SSHSS is developed.
- The Principal Contractor must provide the CHSS to their contractors.
- The Principal Contractor must **sign Annexure 1** of this CHSS.
- The (an) Contractor must **sign Annexure 2** of this CHSS. This would include a contractor of a principal contractor, and a contractor of a contractor. (a.k.a. sub-contractors)

6. Scope

- This CHSS covers the general requirements for addressing and mitigating Occupational Health and Safety related risks, problems, incidents, and injuries on projects constructed or executed for the MBM.
- The scope addresses legal compliance, hazard identification and risk assessment, promoting a health and safety culture amongst those working on MBM projects and those affected by the activities taking place in and around them.
- This CHSS serves as a guide and is not limited, i.e., the contractor must add as may be necessary to ensure safety and compliance based on their scope and associated risk and site / conditions.
- The CHSS contains clauses that are generally applicable to building and construction and imposes controls associated with activities that impact on human health and safety.
- The Principal Contractor is required to comply with the provisions of the OHSA, all applicable Regulations (in particular the CR), other relevant legislation and associated standards, this CHSS or additional SSHSS or additional agreements made.
- The MBM or its agent will monitor the Principal Contractor's legal compliance and the requirements of the CHSS / SSHSS their H&S Plan.

7. Compensation of Occupational Injuries and Diseases Act

- The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COID Fund, prior to starting the work.
- A copy of the valid Letter of Good Standing with the COID Fund must be included in the H&S Plan and an updated copy kept in the H&S File.

8. Application for Construction Work Permit

- When required, this shall be managed as per CR 3 by an appointed Pr. CHSA.
- A copy of the permit must be placed in the H&S File and
- The permit number must be displayed on site.

9. Notification of Intention to Commence Construction Work

- After receipt of the Letter of Acceptance from the MBM the Principal Contractor shall notify the Provincial Director of the Department of Labour of a notifiable project, 7 days before work commences as per CR 4(1).
- The notification shall be similar in format to Annexure 2 of the Construction Regulations.
- The acknowledgement letter from DoEL and a copy of the notification to the Provincial Director must form part of the H&S File.
- Should the project go past the planned end-date the principal contractor must apply for extension of the notification and place such proof in the H&S File.

10. Risk Assessment for Construction Work

- The contractor shall ensure that a risk assessment as per CR 9 is in place
 - Conducted by a competent person.
 - in terms of an acceptable and documented methodology.
 - Site specific based on the scope of works, site, method statements and anticipated plant, machinery, and equipment.
 - Consider other applicable regulations as and where required.
- Risk assessments of all activities shall form an integral part of the Health and Safety plan and the foundation on which control measures and safe work procedures are based to effectively manage risk and ensure the health and safety of all persons.
- The HIRA, as performed by the appointed competent risk assessor is always kept up to date and on site and revised should there be a change in scope of work, an incident occurs or the request of the client or a DoEL inspector.
- As part of the risk management process ensure a competent person conduct DSTI's (daily safe task instructions) and consider the daily conditions, planned work and related hazards, and ensure the necessary controls are in place. This must be communicated to the team present on site.

- Our **Baseline Risk Table, Annexure 7**, is attached for your information.

11. Principal Contractor's Health & Safety Plan

- The Principal Contractor shall submit a site and scope specific health and safety plan, in accordance with the legal requirements, prior to work starting.
- This plan must be presented and approved by the MBM OHS Department or its agent prior to the site being handed over to the Principal Contractor.
- Besides the legal requirements, the health and safety plan **shall be structured as Per Annexure 5**.
 - a. The front page shall allow place for signature of the CEO or assistant (OHSA 16.1 / 16.2), Construction Manager (CR 8.1), Construction Supervisor (CR8.7)
 - b. Scope and site specific
 - c. Additional documents as may be required may be added at the end.

12. Health & Safety File

- The Principal Contractor shall provide and maintain on the construction site, a H&S File, containing all the documents as proscribed in the OHSA and Regulations and all documents referred to in the H&S plan and require the same of their contractors.
- The H&S File shall be available for inspection by the MBM, its Agent, or a Department of Employment and Labour Inspector.
- The H&S File shall be structured **as Per Annexure 4**.
 - a. Additional documents as may be required may be added at the end.

Consolidated H&S File: At Project Completion in terms of CR 7(1)(e)

- The Principal contractor shall compile a consolidated H&S File and hand this to The Client's Project Manager at the end of the construction work project that include a record of the drawings, designs, materials use and other similar information concerning the completed structure.
- The consolidated H&S File shall be in soft-copy format (USB)
The consolidated H&S File shall include:
 - 1) A list of all responsible persons appointed in statutory positions for the duration of the project.
 - 2) The comprehensive list of all the contractors on site accountable to the Principal Contractor, including a list of the agreements between the parties and the type of work being done.
 - 3) A copy of the approved H&S Documentation such as:

- a. H&S Plan of the Principal Contractor.
 - b. Fall Protection Plan
 - c. Risk Register and Risk assessments
 - 4) Designer inspections/assessments and confirmation of conformance.
 - 5) A reference record of all drawings, designs and materials used
 - 6) A reference record of H&S statutory certificates required by the owner; this reference record shall indicate the designated person of the Principal Contractor who is responsible for the document and The Client-designated person to whom the document has been handed.
- Reference records applicable to this project may include, but not limited to:
- a. Electrical certificate of compliance
 - b. Plumbing certificate
 - c. Structural certificate / design etc
 - 7) A list / reference of all safety meetings held and related agenda.
 - 8) A list of any concerns raised, or urgent matters recorded in the site diary.
 - 9) Records of Site Inspections / Audits
 - 10) All documents relating to any reportable injury or disease during the construction work, as defined in Section 24 and 25, of the Occupational Health and Safety Act.
 - 11) Employee list and proof of inductions, SA ID document and Medical certificate of fitness.

13. Cost of occupational health and safety

- The budgeted cost of resources specifically aimed at Health and Safety compliance with this project must be documented in the Health and Safety Plan.
- Budgeting estimates must, amongst other, reflect:
 - Cost of training for statutorily defined Health and Safety appointees and competency's as may be required.
 - Cost of safety equipment / processes / procedures
 - Cost of Personal Protective Equipment
 - Cost for medical surveillance and medical certificates of fitness as per CR 7(8)

14. Induction

- The Principal Contractor must develop and conduct induction training pertaining to the hazards prevalent to their site / scope.
- The Principal Contractor shall ensure that all employees have gone through the induction training before commencing duties on site and that is relevant to the hazards present at the time of entry.
- The Principal Contractor shall place and keep an updated a copy of the attendance register in the H&S file.

15. Health and Safety Training

- See CR 1 Definitions: Competent Person

- a. where required training shall be Unit Standard Accredited, and
 - b. that the competent persons be familiar with the OHSA and applicable regulations.
 - i. It is advised that all persons be made familiar with the act and applicable regulations so that they may better understand the requirements posed.
- Employees must be trained:
 - a. Relevant to their scope and identified hazards
 - b. On relevant specific method statements
 - c. On relevant specific safe work procedures / safe work instructions etc.
- Employees must receive communication of:
 - a. The H&S plan and other relevant plans e.g., Fall Protection Plan, traffic management plan etc.
 - b. The site risk assessment (identified hazards and associated controls)
 - c. Site induction
 - d. Site emergency procedures.
 - e. Other site / company procedures
 - f. Anything that may impact the Health and safety of the employees or others (including public) that may be affected by the actions of the contractor or because of the scope of work of the contract.
- Toolbox talks or similar are considered general awareness and is recommended for continual safety reminders.
- The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees.

16. General Inspection, Monitoring and Reporting

- The Principal Contractor must appoint the relevant persons as may be required to ensure that they shall carry out daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.
 - a. No “make-shift” / “sub-standard” repairs on equipment / tools / machinery or plant shall be allowed.
- The Construction Manager must ensure that continuous competent supervision and monitoring of work takes place.
- Report any incident to the MBM OHS Department or our agent.

17. Incidents

- All incidents must be reported to the MBM OHS Department or our appointed agent on the same day.
 - a. Telephone call and followed up with an email.
- All incidents must be recorded and investigated and reported on email, to the MBM OHS Department or our appointed agent.

- A competent person with sufficient knowledge, training and experience must investigate any serious incident, or where more than 7 days man-hours are lost, or if otherwise requested by MBM OHS Department or our appointed agent, or DoEL.
- A record of all incidents and investigations shall be kept in the H&S File.
- The Contractor shall ensure to maintain compliance and communication with Compensation Assurance (e.g., DoEL / FEM) regarding the necessary incident management.

18. Audits / Compliance Management and Monitoring

- Should the need arise (e.g., as in the case of the Principal contractor appointing another contractor) the Principal Contractor shall ensure that internal audits are conducted in terms of CR 7(1)(c)(vii)
- As required in terms of CR 5 duties we, MBM OHS Department or our appointment H&S Agent, shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHSA, its regulations and the approved H&S Plan.
- Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

19. Fire Precautions and Fire Fighting Equipment

- In compliance with CR 29 manage fire risk appropriately and therefore must be included in the risk assessment.
- Monitor and inspect a workplace prior to assess for fire / explosion risk and if required contact the MBM OHS department for assistance.
- Open fires are not allowed on site unless permission obtained from the MBM OHS Department / Fire Department and or our Agent.
- Smoking is prohibited unless in a designated area.
- The Principal Contractor shall provide and maintain suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
 - a. And ensure that persons are available on site trained in the use and operation of a fire extinguishing equipment.
- Safety signage shall be prominently displayed in all areas where fire extinguishers are located.
- Combustible materials may not accumulate on site.
- Hot work done only after necessary pre-cautions have been taken.
 - a. At times a hot work permit may apply.
- An evacuation plan is available with clear egress routes to an assembly-point and a means of siren/fire alarm.
- The monthly fire extinguisher inspection register must form part of the H&S File.

20. Personal Protective Equipment (PPE) and Clothing

- The Principal Contractor shall ensure that every employee is issued with and wear SABS-approved PPE, based on associated risks, consisting of, at least: a hard Hat, steel-capped safety boots, a reflective vest and an overall.
- Clothing must show the company name of the contractor.
- Other specific PPE that may apply must be listed in the H&S plan according to the scope of works and risk assessment.
- The contractor must ensure that each person is familiar with the use and limits of each PPE item issued to them.
- Ensure to monitor the use of PPE by the employees.

21. Occupational Health and Safety Signage

- The Principal Contractor shall display and maintain quality safety signage.
- The signage shall include, but not be limited to:
 - a. A Site construction safety board / sign
 - i. warning on construction activities.
 - ii. Access restrictions.
 - iii. Emergency phone number(s)
 - iv. Minimum PPE to be worn.
 - v. Where falling objects may occur, relevant warning signs must be displayed.
 - b. Any other such signage as may be determined in the risk assessment

22. Contractors

- As per CR 7 - The Principal Contractor shall ensure that all contractors under his control comply with their own approved H&S Plans, based on the CHSS, the requirements of the OHSA and all other relevant legislation.
- Monthly audits of all Contractors must be conducted, and records filed in the H&S file, and made available to the MBM or our Agent.
- The principal contractor to ensure that the contractor is competent to perform the work and that they have the means for necessary OHS compliance.
- Ensure that competent supervision is present.
- The principal contractor to bring to the attention of the client / MBM OHS Department or our agent of any incident, non-compliance and or challenges that they might experience from a contractor.
- Provide the contractor with this specification and ensure they sign Acknowledgement of the Specification. Attachment 4.

23. Fall Protection

Should there be any fall risk:

- The Principal Contractor shall submit the name and the curriculum vitae of the competent person who has been appointed to prepare a fall protection plan, in terms of CR 10.
- The signed appointment letter and proof of competency must be included in the H&S File and submitted with the H&S Plan approval.
- The fall protection plan shall be as per the requirements set out in the regulations and be site and scope specific.

24. Excavation Work

Should there be any excavations:

- The Principal Contractor shall submit the name and the curriculum vitae of the competent person who has been appointed to supervise all excavation work, in terms of CR 13.
- Should there be any uncertainty regarding the stability of the soil, the opinion of a professional engineer or professional technologist be sought, the Principal Contractor shall submit the name and the curriculum vitae of the said professional.
- And include that where required / applicable a Geotech report be made available.
- Proof of competency and the appointment letters must form part of the H&S File.
- The records of the inspections contemplated in CR 13(2)(h) shall be maintained in the health and safety file.
- The Principal Contractor shall be responsible to and ensure that:
 - a. Provision is made in his tender for all shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
 - b. The excavations are inspected before the shift starts and that a record is kept.
 - c. There are no unguarded excavations, regardless of depth.
 - d. The safe working instruction has been communicated to the workers; and is enforced and always maintained by the Principal Contractor.
 - e. all excavated faces are maintained in a safe condition to protect any person and related works and to prevent injury or delays caused by slope failure.
 - f. No excavation shall be left open during the Contractor's holiday (December and January) and long weekends or other extended no-work periods.
 - g. All excavations which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily backfilled and compacted to a standard which shall:
 - i. Prevent damage occurring to the excavations or any other part of the Works.
 - ii. Prevent damage to or physical loss to property of any persons; and
 - iii. Eliminate the risk of injury to any person.

25. Explosives and Blasting

- The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken in accordance with the Explosive Regulations, 2002. by a competent specialist, with proven track record in the type of work to be performed.

- The letter of appointment and proof of competency must be included in the H&S file after prior submission to the MBM OHS Department or our agent for review.
- This includes explosive actuated fastening devices
 - a. Ensure compliance to CR21
- Prior notification and approval to the MBM OHS department and our agent is required should any form of explosive be used.

26. Demolition Work

Prior to any demolition work being carried out, the Principal Contractor shall submit the following as part of his H&S Plan:

- The name, letter of appointment and the curriculum vitae of the competent person who has been appointed to supervise all demolition work, in terms of CR 14.
- A safe working procedure and a detailed engineering survey of the structures to be demolished
- The Principal Contractor shall ensure that demolition work always complies with CR 14.

27. Asbestos Work

The Principal Contractor shall for any Asbestos Related work (during the dismantling and removal of asbestos containing material, including all asbestos fibre-cement products) ensure:

- Compliance with the Asbestos Abatement Regulations, 2020.
- Determine if it is type 1, 2 or 3 asbestos work and comply accordingly.
 - a. Not perform any asbestos related work of which they are not permitted / compliant.
- That all asbestos waste is disposed of only on sites specifically designated for the purpose of Asbestos in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008; and
- A certificate(s) of disposal is provided to the client MBM OHS Department or our agent.
- Asbestos work might require an additional safety specification.

28. Underground Services

- The Principal Contractor shall prior to any form of digging / excavation / piling / drilling etc ensure that all reasonably possible means have been used to assess and determine if there are any underground electrical / other services.

- The Principal Contractor shall not allow or permit any of his personnel to manhandle any exposed electrical cable, unless directly authorised or instructed / requested to.
- All electrical cables shall be assumed to be “live”, and the Principal Contractor shall take adequate steps to ensure that members of the public are prevented for accessing any electrical cables.

29. Temporary Works

- Temporary Works includes all as per the Construction Regulations 1 definition. – compliance with each type shall be as per the applicable regulation or a combination thereof.
- Compliant to CR12 - The Principal Contractor shall submit the necessary appointment letters and proof of competency for the appointed / designated competent persons.
e.g.
 - a. Temporary works Designer / Inspector*
 - b. Temporary works Supervisor*
 - c. Scaffolding Erector / Inspector*
 - d. Excavation Supervisor*
- A method statement shall be included in the H&S plan, addressing all aspects of safety management of erection, dismantling, and working on and around scaffolding.
 - a. The Principal Contractor shall ensure that all scaffolding complies with the legal requirements and safety standards.*
- A method statement shall be included in the H&S plan, addressing all aspects of safety management during erection, use of and dismantling of false work, form work and support work.
- A method statement shall be included in the H&S plan, addressing all aspects of safety management during erection, use of and dismantling of any temporary structures / temporary works.

30. Ladders – GSR 13A

- The Principal Contractor must develop and communicate a safe work procedure to all their applicable workers.
- All ladders used to be fit for purpose, and
 - only be used for the purpose for which they are designed
- All ladders shall be maintained in a good and safe condition.
 - No “make-shift” / “sub-standard” repairs shall be allowed.

- Ladders shall be compliant to the statutory requirements / safety standard as may apply.
- Ladders shall be inspected visually before use and monthly recorded on a register kept in the H&S File.
- Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.
- No vertical ladders shall be accessed by any person unless firmly attached at the bottom and top or held in place by a fixed installation or a buddy.
 - A drop-zone or similar be identified under and around the ladder work.

31. Piling / Drilling (Rig)

- The Principal Contractor shall ensure that where rig operations for piling or drilling is undertaken, it is done so by a competent specialist contractor or a Contractor with proven record in the type of work to be performed.
- Based on the Risk assessment, task and area specific method statements and safe work procedures shall be submitted as part of the H&S Plan and must be communicated to all person before start of activity.
- Recent (not older than 6 months) service records of equipment must be provided in the H&S File.

32. Construction Vehicles and Mobile Plant (including Hired Plant)

- The Principal Contractor shall ensure that all construction vehicles and mobile plant, whether owned or hired, complies with the applicable legislation and requirements of the OHSA and applicable regulations.
- Use and operation there-of shall be done only within the legal limits and standards by a competent person.
- The Principal Contractor shall inspect and keep records of inspections of Construction Vehicles and Mobile Plant and equipment used on site.
- Operated by a competent operator - Only competent and authorised persons (appointed) with a valid competency and a valid medical certificate of fitness are to operate Construction Vehicles / Plant and Machinery, and as may be required under competent supervision.
- Appropriate safety equipment and clothing shall be provided for the operators and always maintained in good condition.

33. Electrical Installations and Machinery

- The principal contractor shall always ensure compliance to CR24.
- The Principal Contractor shall survey and identify the work area for any services. This may include underground, surface or overhead, and
 - a. shall appoint a competent person to (in the vicinity of or related to the work area)

- b. identify and inspect all underground cables, overhead cables, and any electrical installations such as transformers or distribution boxes, to ensure that these are not a hazard to employees or to members of the public.
- The Principal Contractor shall develop and implement a method statement for the identification and safeguarding of all electrical services during the construction work.
- The Principal Contractor shall appoint a competent electrician who shall ensure zero potential of all electrical reticulations worked on and who shall ensure that dedicated power sources are safely installed for the use during the construction.
- The Competent electrician shall also be responsible to ensure safe and compliant electrical installations in the sections of scope of the project and issue a required CoC.
- The letters of appointment, proof of competency and inspection registers shall be included in the H&S File.
- All electrical cables shall be assumed “live” and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees and members of the public are prevented from accessing any electrical cables and or installations.
- The Principal Contractor shall calculate and plan and include a method statement on the safe use of electrical reticulations of the MBM and avoid any overloading or shorting of the system.
- No live energy work shall be performed without prior acknowledgment from the MBM responsible person.
- Contractors must ensure that all energy is brought to zero potential, that residual energy is purged, that energy sources are switched off and locked out by all employees working in the danger zone and are tagged, prior to any work being performed on the energy source, reticulation or machinery.
- The contractor shall include a zero Potential, Lock Out and Tag Out method statement and safe work instruction(s) in the H&S File.
- No electrical machinery / tools shall be allowed to have any unsafe joined leads.
- The principal Contractor shall ensure that all electrical testing equipment to be used on site has a valid calibration and that the calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.
- Any unsafe condition shall immediately be reported to the MBM OHS Department, MBM responsible person or our agent and the contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.
- The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads.
- The letter of appointment and template of the inspection register shall be included in the H&S File.
- The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads and temporary electrical installations.
- A COC for all installations shall be provided; for temporary installations, the COC shall be placed in the H&S File on site.

34. Public Health and Safety

- The contractor is informed that the MBM at time may have certain scope of work / contract / tender or project that directly exposes public and or our staff.
- There are frequent visitors (as public) to our municipal premises or facilities (including use of infrastructure, services, facilities) and the contractor must ensure to assess and safeguard any person or property that may be exposed in any manner due to the scope of work given.
- Contractors are in their own entity as an employer obligated under the OHS Act Section 9 to ensure that persons are not exposed to hazards that may harm their health or safety.
 - a. MBM takes pride in ensuring to maintain a top-class construction site that always promotes good health and safety practices and aim to achieve this, thus requiring each contractor to do the same.
- Public are at times inquisitive and the contractors must therefore plan, apply and maintain:
 - a. Appropriate health and safety signage / lights / warning at all times.
 - b. Effective and physical access restriction to the construction site, in particular any drop / fall risk areas and moving plant / vehicles / machinery at all times;
 - c. Effective risk management – e.g., consider traffic, pedestrians, daily operations, weather etc.
 - d. Competent supervision
- The Principal Contractor shall ensure that each person visiting the site (with the necessary reason / authority) shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.
- Even though environmental laws apply, in the context of public health & safety your actions / activities that may affect the environment must also be accounted for. E.g., Illegal disposal of waste / rubble shall not be tolerated.
- Consider noise pollution to those in the vicinity and manage accordingly.

35. Night Work

- Night work (after 18:00 and before 06:00 the next day) may not be performed, unless authorised by the MBM relevant project manager or our Agent.
- Ensure a suitable specific risk assessment is conducted for performing the task at night and that adequate controls are in place.
- The Principal Contractor shall ensure that adequate lighting is provided for all night work.
- It shall be discussed with the employees and determined if the employees are medically fit to perform night work.
 - a. And manage fatigue accordingly.
- All persons shall be issued with the required PPE for night work.
- Consider noise pollution to those in the vicinity and manage accordingly.
- Consider low light conditions

- Consider traffic management

36. Storage of flammable liquids

- Ensure compliance to GSR 4 and CR 25 and 29
- Flammable substances must be stored, used, and applied in such a manner that it does not create a fire or explosion hazard and that the workplace is properly ventilated.
- Ensure that as may be required every person involved are provided with suitable PPE.
- No smoking around any flammable substances.
- The H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.
- No excessive amounts of a flammable substance may be kept on site. I.e., no more than what is necessary at a particular time.
- Storage management must also comply with Environmental legislation.

37. Hazardous Chemical Agent Management

- Ensure compliance with Regulations for Hazardous Chemical Agents, 2021
- With respect to Hazardous Chemical Agents used, the contractor shall ensure that:
 - All SDS are included in the H&S file.
 - The safe use, storage, emergency procedures and safe disposal of hazardous agent are addressed in a method statement/s, included in the H&S Plan.
 - Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.
 - That first aiders are made aware of first aid procedures
- Any hazardous chemical agent intended to be applied on site during the project (i.e., after approval of the H&S Plan) shall be subject to an issue-based risk assessment and method statement, which must be presented to the MBM or our agent prior to the substance being introduced on site.
- No excessive amounts of an HCA be kept on site. I.e., no more than what is necessary at a particular time.

38. Emergency and First Aid Management

- The Principal Contractor shall ensure that adequately trained first aiders are on site at all times when construction employees are on site; this applies even if less than 10 employees are on site.
- First aiders shall be identifiable and shall have immediate access to a comprehensively stocked first aid box.
 - Such first aid box shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment, for the area and scope of work.

- The Principal Contractor shall ensure that first aid employees are familiar with the rescue procedures from anticipated incidents and accidents.
 - E.g., may include technical rescues, fall rescues, confined spaces, water environments etc.
- The Principal Contractor shall assess the types and likelihood of incidents / emergency that may occur and ensure that adequately trained competent persons are available to assist with such emergencies.
 - E.g., may include technical rescues, fall rescues, confined spaces, water environments etc.
- Unless a unique or uncommon risk / scope and type of emergency is anticipated the contractor may not by default rely on the emergency services of the municipality.
 - Should the assistance of the MBM emergency Services be anticipated it must be requested, discussed, and agreed to in writing and the right remains reserved.
- The MBM OHS Department and MBM Emergency Services, must be notified of any anticipated high-risk scope of work and possible serious emergencies.
- All the above controls shall be documented in the H&S Plan.

39. Facilities for employees

- The Principal Contractor shall ensure compliance to CR 30 and the Facility Regulations as may apply and,
 - a. Provide facilities for safekeeping, e.g., lockers etc. for each employee;
 - b. Ensure that employees requiring to change on site can do so in privacy;
 - c. Ensure drinking water is available
 - d. Provide shade and
 - e. sheltered suitable eating area
 - f. Soap and a place to wash and dry hands
- The principal Contractor shall provide and maintain sufficient sanitary facilities on site in ratio as per CR 30(1)(b)
- And ensure that all is kept in a clean and hygienic condition.
- Ensure that good housekeeping is maintained, and the waste does not accumulate, and it is removed at regular intervals.

40. COVID-19 Management

- The Principal Contractor and its contractors must confirm to comply with the Code of practice Managing exposure to SARS-Cov-2 in the Workplace, and aid to assist us in best managing the SARS-COV-2 (COVID-19) spread by following requirements as may apply.
- At all times as best possible practices safe social distancing
- Educate and enforce mutual respect for the health of others. E.g., do not come to work if you are sick.
- Ensure all you workers are provided with and wear required PPE.
- Ensure to provide your employees with the required sanitisers.

- Manage COVID-19 according to the National Health Act (NHA), the Code of practice: Managing exposure to SARS-Cov-2 in the Workplace, and applicable regulations in conjunction with all other relevant legislation.
- Immediately notify the MBM OHS department should you have an employee that (has been to any of our “municipal areas”) show COVID-19 like symptoms or test positive for COVID-19.

41. Penalties

- Penalty Fee for OHS Non-Compliance will amount to R2000.00 per incident to the maximum of 10% of the total Contract Value including VAT.
- OHS Penalty Fee of R2000.00 will be applicable per incident, per site, per day, per area, per works, per non-compliance incident.
- Penalty Fee issued by the MBM OHS Department Officer, will be deducted from the Payment Certificate issued for work completed.

Annexure 1 - CHSS Acknowledgement

Acknowledgement by Principal Contractor

Construction Health and Safety Specification

issued in terms of the Occupational Health and Safety Act, 1993

Principle Contractor: _____

Project / Contract name: _____

Project / Contract number: _____

I, _____ (name) representing

I, _____ (The Principal Contractor)

have satisfied myself with the content of this Construction Health and Safety Specification and shall ensure that we and any Contractor / supplier comply with it.

Principal Contractor
16(1) / 16(2)

Date

Annexure 2 - CHSS Acknowledgement

Acknowledgement by Contractor

Construction Health and Safety Specification

issued in terms of the Occupational Health and Safety Act, 1993

Contractor: _____

Project / Contract name: _____

Project / Contract number: _____

I, _____(name) representing

I, _____(The Contractor)

have satisfied myself with the content of this Construction Health and Safety Specification and shall ensure that we, the Contractor, and any Contractor / supplier comply with it.

Contractor
16(1) / 16(2)

Date

Annexure 3 - Signed Mandatory Agreement S37(2)

MANDATORY AGREEMENT

In terms of Section 37 (1) (2)
of the
Occupational Health and Safety Act (85 of 1993)

AGREEMENT BETWEEN:

Mossel Bay Municipality (MBM)

&

_____ MANDATORY (Contractor)

WITH Compensation Fund Policy Number: _____

FOR the following Project / Contract / Tender: _____

1. Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that-
 - a. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user.
 - b. it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
 - c. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,
2. The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.
3. The provisions of subsection (1) shall "mutatis mutandis" apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

Definition of Mandatory (OHSA S1)

Includes an agent, a contractor or Contractor for work, but without derogating from his status in his own right as an employer or user.

AGREEMENT

In terms of the provisions of section 37(2) of the Occupational Health and Safety Act (85 of 1993)

I, _____(name) representing / acting for and on behalf of

_____(Mandatory) undertake to ensure that the requirements and provisions of the Act and all applicable regulations, the safety specification issued, and other agreements made are complied with.

Signature of Mandatory

Date

Signature of MBM

Date

NB: Signature of this Agreement means that the Mandatory has read and understands the "Requirements of Mandatories" addendum attached.

REQUIREMENTS FOR MANDATORY / PRINCIPAL CONTRACTORS ADDENDUM TO THE PRO FORMA "MANDATORY AGREEMENT"

As we are fully committed to the Health and Safety of persons, and to as far as is reasonably practicable comply with the requirements of the Occupational Health and Safety Act (85 of 1993) (OHS Act) and any other applicable OHS (Occupational Health & Safety) legislation and standards, we require of our Mandatories / Principal Contractors to:

1. Sign a written "Agreement with Mandatory" as required by Sect 37(1)(2) of the Act before commencing any work on site.
2. Ensure that all your employees receive the necessary Induction Training and have proof thereof in your OHS File.
Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
3. Provide the MBM OHS Department with your H&S File – *Note: You are responsible for providing your own legal safety documents and registers to comply with the requirements.*
4. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available specific to the scope and your employees are informed of the content.
5. Provide the MBM OHS Department with written appointment of the person who is going to Supervise the Work. As per OHSA 8(2)(i)
6. If required - Provide the MBM OHS Department with written designation of your nominated Health and Safety Representative as per Section 17(1).
7. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
8. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)
9. When working with Hazardous Chemicals, comply with Regulations for Hazardous Chemical Agents, 2021. *Note: Asbestos and Lead dealt with separately.*
10. Construction work is excluded and shall be dealt with separately in compliance with Construction Regulations, 2014.
11. When using Lifting Machines and Lifting Tackle, comply with DMR 18 *Note: You may be required to appoint a Banksman to control Lifting/Slings operations*
12. When installing / repairing air-conditioning, comply with DMR 16.
13. When accessing fall risk areas – ensure to compliance with GSR 6 and 13A. Scaffolding comply with the requirements of SANS-10085 "Access Scaffolding"
14. When doing Electrical work, comply with the requirements of EIR and EMR Construction *Note: Provide copy of registration as required*
15. When working over or near (in close proximity to) Water, comply with Construction Reg. 26

16. Ensure that good Housekeeping, Stacking and Storage principles are applied.
17. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion.
18. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 10
19. When using Explosive Powered Tools, comply with Construction Reg 21
20. When Welding, Flame Cutting/Soldering, comply with GSR 9
21. When working in Confined Spaces, comply with GSR 5
22. You are required to comply with General Safety Regulations 2 and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner.
23. Reporting, Recording and Investigations of Incidents or Occupational Diseases shall be done as per General Admin. Regulation 8 / 9 (Also see Sect 24 of the Act) – none the less always be reported to the MBM OHS Department.
24. You are required to provide proof of registration with the Compensation Commissioner/ Federated Employer(s) Mutual when signing this agreement. If you are not registered, we may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.
25. Manage SARS-COV-2 (COVID-19) as per the latest current legislation and comply with the requirements posed by the MBM.

Annexure 4 – Health and Safety File Index

- Cover Page (Contract Award Letter / Appointment Letter) Project details – Name Company details etc)
 - Index of the H&S File (*This Annexure 4*)
1. Notification of Construction Work (annexure2) and proof of delivery or if required Construction work Permit
 2. Letter of good standing COIDA
 3. Occupational Health and Safety Policy
 4. Relevant drawings / designs
 5. Risk Management
 - a. Issue Based Risk Assessments, & DSTI Template
 - b. Risk monitoring and review records
 6. H&S Plan (*Annexure 5*) - Including Plan Approval Letter from MBM.
 7. Fall Protection Plan
 8. Method Statements / SWI
 9. Permission / agreement letters (for when special permission required from client) e.g., night work.
 10. HR Management
 - a. Organogram
 - b. List of Appointments (*Annexure 6*) & signed letters of appointments
 - c. Evidence of competency (registrations, qualifications, and other proof of competency)
 - d. Employee lists
 - e. Medical Certificates of Fitness
 11. Contractor Management
 - a. List of Contractors
 - b. Their appointment letters
 - c. Their H&S File / Plan Approvals
 12. Training Management
 - a. Competency Training Matrix
 - b. Training records / Certificates (other than for specific appointments)
 - c. Risk Assessment, H&S Plan, Fall Protection etc. communication
 - d. Training registers of Method statements, SWP's / SWI's etc
 13. CH&S Induction (Staff and Visitors)
 - a. Induction Content
 - b. Records of inductions (Staff & Visitors)
 14. Emergency, Accident, and Incident Management Plan
 - a. Emergency Plan / Incident Management
 - b. Incident Register
 - c. First aid treatment (this can be in the first aid kit)
 - d. Investigation reports & COIDA
 15. H&S Inspection & Maintenance Registers
 16. PPE Management
 - a. Issue Register
 - b. Training records
 - c. Inspection records
 17. Audits & Including Corrective / Preventive Action plans for audits

- a. Internal Audits
 - b. Contractor Audits
 - c. Client Audits
 - d. DoEL Audits
- 18. Signed Section 37(2) agreements (*Annexure 3*)
 - a. Agreement between The Client and the Principal Contractor
 - b. Agreement between the Principal Contractor and each Contractor
- 19. HCA Management
 - a. List of Hazardous Chemicals / Agent or Products that contain HCA's and their SDS's
 - b. Communication records
 - c. First aider familiarisations records
- 20. Waste Management
 - a. Plan / Process / Procedure
 - b. Disposal Records
- 21. This CHSS & Signed Acknowledgement of CHSS (*Annexure 1 or Annexure 2* for contractors)
- 22. Toolbox talks
- 23. Records of site safety meetings
- 24. Other

Annexure 5 – Health and Safety Plan Index

- Cover Page
 - Index of the H&S Plan (*This Annexure 5*)
- A. Scope of work & activities, equipment, machinery, plant, hazardous articles, and selected contractors to be used in the project
 - B. Project-specific baseline hazard identification and risk assessment & risk register
 - C. Health and Safety Resources and Budget
 - D. Competency of Principal Contractor
 - 1) List of 5 Previous similar projects / construction activities
 - 2) OHS competency
 - E. Organisational chart including list of employees
 - F. Safety officer: duties, responsibility, authority, document control, communication
 - G. Principal Contractor H&S management processes:
 - 1) Risk Management: such as the issue-based risk-, risk review- and risk monitoring
 - 2) H&S Induction, training, and H&S competency management (including OHS Induction and applicable safe work instruction templates)
 - 3) General record keeping management
 - 4) Contractor and Sub-contractor management
 - 5) Site communication management
 - 6) Fatigue management
 - 7) First aid, accident & incident, and emergency management
 - 8) Fire prevention and equipment & hot work management
 - 9) Safety signage management
 - 10) Access & on-site traffic and public H&S management
 - 11) Fall Risk Work Management
 - 12) Temporary work management
 - 13) Scaffolding management
 - 14) Ladder safety
 - 15) Demolition management
 - 16) Electrical management
 - 17) Delivery, offloading, stacking, storage, and housekeeping management
 - 18) Hazardous chemical substances management
 - 19) Construction plant and machinery management
 - 20) Hired plant and machinery management
 - 21) Lifting and rigging management
 - 22) Employee facilities management
 - 23) PPE management
 - 24) Safety Inspections and Inspection Register management
 - 25) Internal Audit management
 - 26) Waste management

27) Other

Annexure 6 – List of Appointments

CONSTRUCTION APPOINTMENTS

(Not limited)

#	Designation	Legal reference	Name and proof of competence
1	Assigned Responsibility Designation	OHSA S16(2)	
2	Construction Manager	CR 8(1)	
3	Construction Supervisor	CR 8(7)	
4	Construction Supervisor Assistant	CR 8(8)	
5	Traffic controller	S 8(2)(i)	
6	Contractor of principal contractor	CR 7(1)(c)(v)	
7	Sub- Contractor of contractor of principal contractor	CR 7(1)(c)(v)	
8	Emergency / Fire Co-Ordinator	OHSA S8	
9	Fire Extinguisher Inspector	CR 29(h)– PER 1	
10	First Aider	GSR 3	
11	Safety Officer - CHSO	CR 8(5)	
12	Incident Investigator	GAR 9	
13	Risk Assessor	CR 9(1)	
14	Risk Assessor (on-site)	CR 9(1)	
15	Demolition Supervisor	CR 14	
16	Excavation Supervisor	CR 13	
17	Fall Protection Plan Developer	CR 10(1)(a)	
18	Temporary works designer	CR 12(1)	
19	Temporary works supervisor	CR 12(2)	
20	Construction Vehicle & Mobile Plant Inspector	CR 23(1)(k)	
21	Construction Vehicle & Mobile Plant Operators	CR 23(1)(d)	
22	Registered electrician	EIR 5(4,5)	
23	Electrical contractor	EIR 6	
24	Electrical Installation Controller	CR 24(c)	
25	Electrical Installation Inspector	CR 24(d)	
26	Ladder Inspector	GSR 13A	
27	Lifting Machine Operator	DMR 18	
28	Portable Electrical Equipment Inspector	EMR 9	
29	Scaffold designer	CR 12(1)	
30	Scaffold Erector / Inspector	SANS 10085	
31	Scaffolding Supervisor	CR 16(1)	
32	Stacking & Storage Supervisor, including chemicals	CR 28	
33	Responsible for housekeeping	CR 27	
34	Person Responsible for HCS	HCS	

Annexure 7 – Baseline Risk Table

BASELINE RISK ASSESSMENT

Scope of the works (as indicated on the drawings or by alternative instruction) and scope of work issued

Hazardous events

- (1) The Client identifies the following hazardous events specific for this construction project:
 - a) The Client employees, visitors, public or other services may possibly access the site and get injured.
 - b) Electrical works - may pose a risk of fire, electrocution and electrical shorting;
 - c) Demolition work may cause a fall and collapse risk
 - d) Brick / concrete works may pose dust-, fall-, drop-, and collapse risks.
 - e) Height work with a risk of falling.
 - f) Traffic Risk -transporting, delivery etc of material, persons, and equipment inclusive but not limited
 - g) Damage to client /public property or infrastructure
- (2) General construction activities from which hazards and risks emanate, which are universal for this type of construction work include:
 - a) Transport of persons, equipment, and articles to and from the site with associated transport and road-risks
 - b) Off-loading and loading of equipment and articles with associated rigging, lifting and mechanical risks (crushing of persons, crushing of limbs, hand injuries)
 - c) Use of small power (electrical and combustion) plant on site with associated health risks (diesel-, dust- inhalation, noise, whole body vibration, prolonged sitting work) and safety risks (mechanical risk of cutting, crushing, running out of control and operator fitness, training & competency)
 - d) Material handling with the ergonomic hazards of repeated bending, lifting, and carrying heavy objects.
 - e) Crush hazards during lifting, carrying, and placing of heavy objects
 - f) Manual handling with the ergonomic hazards of using hand tools, power tools (grinder, concrete cutter, jackhammer, drill etc), heavy objects lifting or torquing of the body
 - g) Hazards associated with a demolition-dust, cement-dust, and concrete dust exposure during, respectively, demolition, concrete- and dagga-mixing, concrete cutting or grinding, painting and glues
 - h) Lacerations from sharp objects such as metal objects
 - i) Work at a fall risk position
 - j) Exposure to HCS, and possibly HBA – posing some health and safety risks
- (3) Table C (following page) lists the tasks, machinery or installation exposure which may cause the health and safety hazards and associated risks during this project.

TABLE C

Hazard	Task-machinery-installation exposure	Safety risk	Health risk
Noise	Grinders / breakers	Acoustic trauma, Communication error leading to accidents	Noise induced hearing loss
Hand Arm Vibration	Grinders, jackhammer-operator		Work related upper limb disorders
Electricity	Existing or new services Electrical reticulation & portable machinery Unknown services	Electrocution Fire	
Construction dusts (demolition, cement, sanding, paint)	Dust from works	Bronchospasm – skin–eye irritation	Asthma – dermatitis - conjunctivitis
Paints, glues, thinners	Painting		Irritation Neurological effects
Lifting/bending	All manual work	Acute muscular strain	Chronic muscular strain
Repetitive actions	Most laborer's manual work		Chronic muscular synovial –skeletal damage
Prolonged standing	Most laborer's manual work		Venous stasis, oedema, backache
Impact strain	Work with hammer, pick, spade		Headaches, muscular pain neck and shoulders
Working at heights	Access and egress at heights and work at fall risk position	Falls – serious injury / death	Muscular strain
Fitness for duty	Intoxication by employees- drugs/alcohol/medication	Accidents leading to injury	
Employee wellness	Personal – social –financial professional-health	Accident	Negative knock-on affecting work culture
Fatigue	Monotonous work, overtime, work rostering, personal issues	Lacerations, fractures, caught in machine or traffic	No-care mindset
Dangerous work	Fall Risk Handling sharp objects Excavations and work in excavations Scaffold erection Work with electrical installation Installation / commissioning of new installation	Falling Lacerations, fractures, crush injuries and death Falling objects injuries Electrical shock Pinch, crush and drop	
Dangerous equipment	Small plant, Mobile construction plant, Compactors	All sorts of accident-risks	
Dangerous Actions	Unauthorised work at heights or in drop zones Unauthorised demolitions, slips, trips, falls Live electrical connections	All sorts of accident-risks	All sorts of disease- risks

Lifting and rigging	Unsafe lifting and Using unsafe equipment	Various serious and possible fatal results.	
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HEALTH AND SAFETY BASELINE RISK ASSESSMENT

Construction work	Hazardous Event	Health & Safety Risk
Access and transport on and to site	Transportation, traffic control	Motor vehicle accident and fatalities
Site establishment	Rigging – off loading- placement of containers and machinery	Falling objects - Sliding objects Cuts and lacerations – crush injuries
Off-loading equipment, machinery, materials	Manual rigging and possible crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
Storage & stacking	Moving storage or stacks (bricks, sheets etc.)- picking off stacks	Falling objects or machinery- crush injuries
Chemicals and fuels	off-loading into bulk storage, decanting – refueling - spills	Fire, explosion, health, and safety of persons – chemical burns etc.
Members of the public in construction area	Public close to works in progress exposed to hazards	Injuries- death
Unidentified services	Electrocution, water leaks	Shock, burns, death, flooding, death
Electrical services and installation	Electrocution	Shock, burns, death, electrical explosion, death
Brick -and concrete works	Handling cement, concrete, heavy objects Falling structure- especially where retarding mortar is used	Skin, eye chemical insult, ergonomic strain
General construction work	Hand tools- small portable electrical tools- manual handling- sharp articles – electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure – ergonomic strain –electrical shock - fire
Ladder –scaffold work	Collapsing –fall -drop	Severe injury- death
Chemical substances	Cement-dust- glues-paints- thinners, other HCS	HCS-specific illness
Lifting, rigging operations	Lifting articles	Falling articles- severe injury, death
Manual lifting and repeated movement	Ergonomic stress	Back and other muscular injury or disease
Manual work	Use of hands – strain on muscles and back	Lacerations, crush injury, back injury, muscle injury
Installation work at heights	Fall risk – drop risk, Ergonomic strain	Serious injury, death, musculoskeletal strain
Temporary works	Fall risk – drop risk Collapsing structure	Serious injury, death, musculoskeletal strain
Installation of fittings	Manual work- small power tool work- awkward positions – sharp objects	Lacerations – eye injury - musculoskeletal strain

Carpentry – shop fitting –	Manual work- small power tool	Lacerations – eye injury - musculoskeletal
EMERGENCY NUMBERS		
Unidentified services-	Injuries- severe to death	

Annexure 8 – EMERGENCY NUMBERS

ELECTRICAL	MBM	044 606 5114
WATER	MBM	044 606 5278
GENERAL	MBM	044 606 5000
FIRE, RESCUE & DISASTER MANAGEMENT	MBM	044 691 3722 044 606 5107 / 5031
TRAFFIC DEPT (GENERAL)	MBM	044 606 5201
AMBULANCE	By Grace EMS	063 675 1936
	ER24	084 124
HOSPITAL	Bay View	044 691 3718 044 601 1956
	Provincial	044 691 2011
	Great Brak Clinic	044 620 2288
POLICE	Mossel Bay	044 606 2805
	Da Gamaskop	044 606 2200/2201
	Kwanonqaba	044 606 5600
	Great Brak	044 620 8300
MBM Direct Contact		
MBM OHS	Nico Smit / Dawid Meiring	044 606 5120 044 606 6261

ATTACHMENT B

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR 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:

TDR335/2022/2023: PLUMBING REPAIRS AND MAINTENANCE AT MUNICIPAL BUILDINGS

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / 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 **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accepts 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 **Consortium / 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 CONSORTIUM OR JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

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 any:	

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

CHECKLIST TO TENDER DOCUMENT/COMPULSARY DOCUMENTATION

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)		
6.	MBD 1 – Is the form duly completed and signed?		
7.	MBD 4 – Is the form duly completed?		
8.	MBD 5 – If applicable is it completed?		
9.	MBD 6.1 – Is the form duly completed and signed?		
10.	MBD 6.2 – Is the form duly completed and signed?		
11.	Authorised Signatory – Is the form completed OR resolution attached?		
12.	All required sections <u>completed and signed</u> by the Authorised Signatory?		
13.	MBD 8 – Is the form duly completed and signed?		
14.	MBD 9 – Is the form duly completed and signed?		
15.	Declaration - Is the form duly completed and signed?		

16.	Contract form - Is the form duly completed and signed?		
ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER			
17.	Proof of registration with PIRB as per section 1.4.1.		
18.	Supporting documents relating to functionality as per section 1.4.10		

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

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Signature

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Date