



Mossel Bay Municipality
TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF
THE WASTE BODY**

CLOSING DATE: 20 JANUARY 2023	CLOSING TIME: 12:00
--------------------------------------	----------------------------

NAME OF BIDDER* :

ADDRESS* :

:

:

:

TEL NUMBER* :

FAX NUMBER* :

E-MAIL* :

CENTRAL SUPPLIER DATABASE REG NO* :

B-BBEE LEVEL OF CONTRIBUTION* :

TENDER AMOUNT (VAT INCLUDED) * :

(* - TO BE COMPLETED BY BIDDER)

Issued By:
Mossel Bay Municipality
P O Box 25
MOSSSEL BAY
6500

Prepared By:
JPCE (Pty) Ltd
P O Box 931
BRACKENFELL
7560

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

PART A – INVITATION TO BID (MBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER:	TDR357/2022/2023	CLOSING DATE:	20 JANUARY 2023	CLOSING TIME:	12H00
DESCRIPTION	REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY				

BID RESPONSE DOCUMENTS **MUST** 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 at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
1. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	2. B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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]					
2. SIGNATURE OF BIDDER				3. DATE	
4. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Mr. Reon Pienaar	
CONTACT PERSON	Mr. Deslin Kohler		TELEPHONE NUMBER	021-982 6570	
TELEPHONE NUMBER	044-606 5000		E-MAIL ADDRESS	reon@jpce.co.za	
E-MAIL ADDRESS	dkohler@mosselbay.gov.za				

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PART B – TERMS AND CONDITIONS FOR BIDDING (MBD1)

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MOSSEL BAY MUNICIPALITY

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REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 25 November 2022
ESTIMATED CIDB CONTRACTOR GRADING	:	2CE or higher
CLARIFICATION MEETING	:	10h00 on 07 December 2022 (Compulsory)
VENUE FOR CLARIFICATION MEETING	:	Mossel Bay Municipality Town Hall (See Tender Notice)
CLOSING DATE	:	20 January 2023
CLOSING TIME	:	12h00
CLOSING VENUE	:	Tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the Tender No. and title, Mossel Bay Municipality's address and the closing date indicated on the envelope. The sealed envelope must be delivered in the Tender Box at the above address before closing time and date. Tenders may be mailed to reach the Tender Box, Mossel Bay Municipality, P O Box 25, Mossel Bay, 6500 before the specified closing date and time. The onus remains with the tenderer to ensure that the tender is delivered in time to the correct address. 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.

MOSSEL BAY MUNICIPALITY**TENDER NO. TDR357/2022/2023****REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY**

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BODY**

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data and Supply Chain Management Conditions for Bidding

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REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

T1.1 Tender Notice and Invitation to Tender

Tenders are hereby invited from Contractors with a CIDB grading of 2 CE or higher for the rehabilitation of the Buisplaas landfill by removal of the waste body. Works include cleaning of the Buisplaas area, excavation of the waste body, loading of waste, transport and disposal of the waste at the Louis Fourie landfill and testing at the excavation locations. Contractor to use local labourers according to the EPWP method and regulations.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. A set of fully completed tender documents must be submitted on the original documents and remain valid for 90 days after the closing date of the tender. Enquiries about the tender can be addressed to Mr Reon Pienaar from JPCE at telephone (021) 982 6570 or at reon@jpce.co.za. Enquiries pertaining to the completion of the documents can be addressed to Mr Deslin Kohler at telephone (044) 606-5000 or e-mail at dkohler@mosselbay.gov.za.

A set of tender documents can be obtained at a non-refundable cost of R528 including vat. Payment must be made at the Municipality and a document reserved on request to Reon Pienaar at reon@jpce.co.za or 021 982 6570 no later than 2 December 2022. Tenderers with a valid proof of payment will then be handed their tender documents at the compulsory clarification meeting. A copy of the document may be viewed electronically before the clarification meeting by sending a request to the above e-mail address, but only tenders submitted on the original tender document will be accepted for evaluation.

A compulsory tender clarification meeting will be held in the Mossel Bay town hall on 7 December 2022 at 10:00.

Prospective bidders that arrive 15 minutes or more after the advertised time the meeting started will not be allowed to attend the meeting or to sign the attendance register. If a prospective bidder is delayed, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so. 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.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12:00 on Friday, 20 January 2023** or be mailed to reach the **Tender Box, Mossel Bay Municipality, P O 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.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 80 out of 100 points will be considered as non-responsive:

Functionality criteria and weight:

1. Company (or JV) Experience carrying a weight of 30 points.
2. Relevant references carrying a weight of 15 points.
3. Key Staff and Personnel carrying a weight of 25 points.
4. Plant/Equipment/Machinery carrying a weight of 30 points.

Responsive bids will then be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017. Tenderers need to be registered with the Construction Industry Development Board in a designation of 2CE or higher.

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

MOSSEL BAY MUNICIPALITY

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T1.2 Tender Data

In addition to the General Conditions of Tender included under Part A of this tender document the conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in the Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
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C.1	General
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C.1.1	Actions <i>Add the following:</i>
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The Employer is the **Mossel Bay Municipality**.

C.1.2	Tender Documents
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Add the following:

“The following documents form part of this tender:

VOLUME 1: The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institute of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2: SANS 1200: The Standardized specification for civil engineering construction. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Insurance Broker's Warranty

Part C2: Pricing Data

- C2.1 Pricing instructions
- C2.2 Bills of Quantities

Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

VOLUME 4: Occupational Health & Safety Specification

VOLUME 5: GIS Data Standards and Metadata Requirements

VOLUME 6: The drawings issued with this tender

C.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent, for the purposes of any communication between the Employer and tenderer, is:

Name: JPCE (PTY) LTD
Contact Person: Mr. Reon Pienaar
Address: 60 Bracken Street
Brackenfell, 7560
Tel: (021) 982 6570
Fax: (021) 981 0868
E-mail: reon@jpce.co.za

C.1.5 Cancellation and Re-invitation of Tenders

Delete C1.5.3 and replace with the following:

C.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

C.1.6.2 Competitive negotiation procedure

Add the following to C.1.6.2.1:

A competitive negotiation procedure will **not** be followed.

C.1.6.3 Proposal procedure using two-stage system

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will **not** be followed.

C.2 Tenderer's obligations

C.2.1 Eligibility

Add the following to C.2.1.1:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

C.2.1.1.1 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a 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 Civil Engineering (CE) class of construction work, are eligible to have their tenders evaluated. i.e., 2CE or 3CE

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the CE class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations i.e. 3CE or higher.
4. for alpha-numerics associated with the contractor Grading Designations see Annex G attached.

C.2.1.1.2 Financial Standing

The Tenderer's financial standing and capacity will be taken into account by evaluating their bank ratings. Tenderers are to complete **Schedule 15** for evaluation in this regard. **Only Tenderers with bank ratings of A, B, C and D will be evaluated:**

Bank Code definitions:

Code A: Undoubted for the amount
Code B: Good for the Amount
Code C: Good for the amount under normal working conditions
Code D: Reasonable risk for amount
Code E: Amount to high
Code F: Financial position unknown
Code G: RD commission occurs/payment deferred
Code H: RD commissions occurs frequently

C.2.1.1.3 Functionality

Only those tenderers who obtain a **minimum total score of 80 out of 100 (80%)** for Functionality are eligible to have their tenders evaluated.

The Functionality criteria and maximum score in respect of each of the criteria are attached as **Annex A** to the Tender Data.

The information supplied by the Tenderer on **the schedules of the functionality criteria** will be used in determining the scores. Where no information is provided for a specific criterion, that criteria will be scored zero.

C.2.1.1.4 Compulsory Clarification Meeting.

Only Tenderers whom have attended the compulsory Clarification Meeting are eligible to submit tenders. The attendance register will be proof of attendance.

C.2.7 Clarification meeting

Add the following:

The arrangements for a **compulsory** site visit/clarification meeting/briefing session are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.12 Alternative tender offers

Add the following to C.2.12.1 at the end of the first sentence:

C.2.12.1 If a tenderer wishes to submit an alternative tender offer he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in **Alterations/Amendments by Tenderer** in C2.2: Returnable Schedules.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1

- C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to C.2.13.3

- C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following to C.2.13.5:

- C.2.13.5 The address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Entrance of Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay
Postal address: P.O. Box 25, MOSSEL BAY, 6500.
Identification details: Tender number **TDR357/2022/2023**
Title of tender: **REHABILITATION OF THE BUISPLAAS LANDILL BY REMOVAL OF THE WASTE BODY**

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO TDR357/2022/2023: REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to C.2.13.6:

- C.2.13.6 A two-envelope procedure will **not** be followed.

Add the following sub-clause after C.2.13.9:

- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1:

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile, mailed or e-mailed tender offers will not be accepted.

C.2.16 Tender offer validity

Add the following to C.2.16.1:

- C.2.15.1 The tender offer validity period is **90** days.

Delete the following words in C.2.16.2:

“with or”

Delete clauses C.2.16.3 and C.2.16.4

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, within the time for submission stated in the Employer’s written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of C.4.3.

C.2.18 Provide other material

Delete the following word in C.2.18.1:

“Notarized”.

Add the following after C.2.18.1:

- C.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R10 million:**

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate signed by the tenderer certifying that the tenderer 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;
- iii) particulars of any contracts awarded to the tenderer 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;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following after C.2.18.2:

C.2.18.3 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Service Provider shall submit within 14 days after the Commencement Date of the Contract, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Service all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Service Provider's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Service Provider is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Service Provider shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Service Provider is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

C.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

C.2.23.1 Bargaining Council Certificates

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must submit, with the tender, the applicable Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette).

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

C.2.23.2 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. Append to **Schedule 1**
- (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

C.2.23.3 Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)

Tenderers shall submit documentary evidence/proof in the form of an **original** valid or **original** certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof in terms of the Preferential Procurement Regulations, 2017. Append to **Schedule 9**.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Add the following to C.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 Opening of tender submissions

Add the following to C.3.4.1:

C.3.4.1 The time and location for opening of the tender offers is:

Time: **12:00 on 20 January 2023**

Location: **Mossel Bay Municipality, 101 Marsh Street, Mossel Bay, 6500**

Tenders will be opened immediately after the closing time for tenders at 12:00.

C.3.8 Test for responsiveness

Add the following to C3.8.1:

Tenders will be considered non-responsive if, inter alia:

- The tenderer did not sign and complete the Form of Offer part,
- The tenderer does not comply with the eligibility criteria listed above, and
- The tenderer has failed to comply with the scope of work as advertised.
- The tenderer has failed to comply with the pricing instructions.

C.3.9 Arithmetical errors, omissions and discrepancies

Delete the contents of Sub clause C.3.9.2 to C.3.9.4 and replace with the following:

C.3.9.2 Check responsive tender offers for:

- (a) the gross misplacement of the decimal point in any unit rate;
- (b) omissions made in completing the pricing schedule or bills of quantities; or
- (c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices or
 - (ii) the summation of the prices

C.3.9.3 Correct arithmetic errors in the following manner:

- (a) If bill of quantities (or schedule of quantities) or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.
- (b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.

C.3.9.4 Notify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 of all errors or omissions that are identified in the tender offer and invite the tenderer to confirm the tender offer as tendered and accept the corrected total of prices.

C.3.9.5 Check responsive tender offers for unbalanced unit rates and request tenderers to consider amending and adjusting any rates declared unbalanced by the Employer in accordance with F.4.3 while retaining the total of the prices derived after any correction made in terms of this condition to tender.

Reject a tender offer if the tenderer does not correct or accept the correction of arithmetical errors and consider rejection of a tender offer if the tenderer refuses to amend/adjust an unreasonable, unbalanced rate in the manner described above.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information for clarification from the tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Where the scoring of functionality forms part of the tender process, each member of the evaluation panel must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is as indicated in **Schedule 9** to the Tender Data.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

Add the following new subclause:

C.3.11.4 Risk Analysis

Notwithstanding any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc. The Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- d) any other matter relating to the submitted tender, the tendering entity, matters of compliance, verification of submitted information and documents, etc.
- e) the tenderer's bank rating that will be required from the tenderer or its bank for evaluation purposes.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13.

C.3.13 Acceptance of tender offer

Replace the word “risk” in the first sentence with the words “material risk”.

Add the following below C.3.13 f):

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

C.3.16 Registration of the award

Delete the whole clause.

C.3.17 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is **one**.

Add the following after C.3.18

C.3.19 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

C.4 Additional Conditions of Tender

The additional conditions of tender are:

C.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Service Provider shall submit within 14 days after the Commencement Date of the Contract, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Service all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Service Provider's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Service Provider is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Service Provider shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Service Provider is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

C.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of Volume 1, Volume 2 and Volume 3 of these Tender Documents and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

C.4.3 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

C.4.4 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

C.4.5 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

C.4.6 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

C.4.5 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

- A trust, consortium or joint venture must submit a consolidated B-BBEE Status. Level Verification Certificate for every separate bid.

ANNEX A to Tender Data

Tender Functionality / Pre-Qualification

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **80 out of 100 points** for these criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no point will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company (or JV) Experience	30	
2	References Related to that Experience	15	
3	Key Site Staff & Personnel allocated/reserved for this Tender	25	
4	Plant, Equipment, Tools & Machinery allocated/reserved for this Tender	30	
TOTAL		100	

Note: Attached required information (list of experience, CV's etc.) to the relevant page of this Annexure.

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 experiences and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

Experience required: Successfully completed projects requiring excavation and transportation of soil and/ or waste material over long-haul distances.	Maximum points	Bidder Score
1 or 2 Completed projects that are related to the Scope of Work.	15	
3 or 4 Completed projects that are related to the Scope of Work.	20	
5 or more Completed projects that are related to the Scope of Work.	30	
Total		

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience in excavation and transportation of material over long-haul distances. Preference will be given to projects involving excavation and transportation of municipal solid waste material. This experience must be substantiated by means of **completion certificates and appointment letters**.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Tenderers to provide enough experience to score the total points as prescribed e.g. in order to claim 30 points, relevant projects should be listed for projects that were completed in the last five (5) years.**

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

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

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

Please attach additional pages to this schedule if required

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. This project consists of **rehabilitation of landfill by removal of the waste body** and related experience is considered to be excavation and haulage of soil/waste material.

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

The following detail should be included in the reference letter:

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

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

OR

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

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

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

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

NB: If no reference letters or questionnaires are attached **NO POINTS WILL BE AWARDED.**

COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.

MOSSEL BAY MUNICIPALITY

TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

REFERENT A

Question to Reference	Reference's Response
1. SCOPE: This project consists of rehabilitation of landfill by removal of the waste body. It includes excavation of material, haulage of material and backfilling of excavations for rehabilitation. Please provide detail of (similar to the scope of work) work successfully completed by the contractor not older than 5 years.	
2. TIME / PROGRAMME: Was the work completed within the Contractual time frame? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?	Yes No..... If No, please state why:
3. PRICE / BUDGET: Was the work completed within the Contract Amount? Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval?	Yes No..... If No, please state why:
4. OHS: Did the Contractor comply with the Occupational Health & Safety regulations on site? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report? Is this contractor Safety minded and responsive to OHS instructions	Yes No..... If No, please state why:
5. OVERALL / VERDICT: In general, were you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above?	Yes No..... If No, please state why:

Company

Representative

Signature

Company Official Stamp

Contact Number

Date

MOSSEL BAY MUNICIPALITY

TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

REFERENT B

Question to Reference	Reference's Response
1. SCOPE: This project consists of rehabilitation of landfill by removal of the waste body. It includes excavation of material, haulage of material and backfilling of excavations for rehabilitation. Please provide detail of (similar to the scope of work) work successfully completed by the contractor not older than 5 years.	
2. TIME / PROGRAMME: Was the work completed within the Contractual time frame? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?	Yes No..... If No, please state why:
3. PRICE / BUDGET: Was the work completed within the Contract Amount? Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval?	Yes No..... If No, please state why:
4. OHS: Did the Contractor comply with the Occupational Health & Safety regulations on site? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report? Is this contractor Safety minded and responsive to OHS instructions	Yes No..... If No, please state why:
5. OVERALL / VERDICT: In general, were you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above?	Yes No..... If No, please state why:

Company

Representative

Signature

Company Official Stamp

Contact Number

Date

MOSSEL BAY MUNICIPALITY
TDR357/2022/2023
REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

REFERENT C

Question to Reference	Reference's Response
1. SCOPE: This project consists of rehabilitation of landfill by removal of the waste body. It includes excavation of material, haulage of material and backfilling of excavations for rehabilitation. Please provide detail of (similar to the scope of work) work successfully completed by the contractor not older than 5 years.	
2. TIME / PROGRAMME: Was the work completed within the Contractual time frame? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?	Yes No..... If No, please state why:
3. PRICE / BUDGET: Was the work completed within the Contract Amount? Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval?	Yes No..... If No, please state why:
4. OHS: Did the Contractor comply with the Occupational Health & Safety regulations on site? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report? Is this contractor Safety minded and responsive to OHS instructions	Yes No..... If No, please state why:
5. OVERALL / VERDICT: In general, were you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above?	Yes No..... If No, please state why:

 Company

 Representative

 Signature

 Company Official Stamp

 Contact Number

 Date

Criterion 3: Site Staff & Personnel allocated / reserved for this Tender

- (a) A maximum of **25** 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. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.

Site Staff & Personnel Required:	Max points	Name of Staff member	Bidder Score
Project Manager - Must be suitably skilled and have CV verifiable experience managing Civil projects. Is overall responsible for the execution of the works and all associated project management - Must manage all Municipal instructions and ensure execution of Tender specifications. Must inspect and approve all works. manage Payment Certificates - Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc. Project Manager 2 to 3 years' experience 5 points 3 to 5 years' experience 10 points More than 5 years' experience 15 points	15		
Site Agent / Haulage Manager - Must be suitably skilled and have CV verifiable experience as site agent on Civil projects. - Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery. - Must be able to work with local labour. - Must ensure the all Codes & Standards specifications are met and carried out. - Must be able to do setting-out & levelling Site Agent / Haulage Manager 2 to 3 years' experience 5 points 3 to 5 years' experience 7 points More than 5 years' experience 10 points	10		
TOTAL	25		

- (b) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of not more than three pages of each key personnel to be used/allocated for this Tender. **The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.** CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of execution, he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

NB: 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.

Criterion 4: Plant / Tools / Equipment

If the Bidder intend to use plant / tools / equipment other than those stipulated in the Tender Specifications the Bidder must qualify/declare this in their tender document, for the evaluation process. If nothing is qualified or declared, then those stipulated in the Tender Specifications are applicable to this Tender.

A maximum of **30** points will be awarded based on the information provided.

Equipment	Owned or Hired by Bidder (Maximum Points)	Bidder Score
Excavator capable of reaching depths up to 5m below ground level	6	
Tractor Loader Backhoe	6	
2 nd Tractor Loader Backhoe	1	
Tip Truck for long haul of material (minimum 6m ³ size)	7	
2 nd Tip Truck for long haul of material (minimum 6m ³ size)	5	
3 rd Tip Truck for long haul of material (minimum 6m ³ size)	3	
Water Truck for dust suppression (5000 L minimum)	2	
TOTAL	30	

The tenderer shall state below what plant / tools / equipment will be available specifically for this Contract. The tenderer shall differentiate, if applicable, between plant / tools / equipment immediately available plant / tools / equipment will be acquired or hired for the work should he be awarded the tender.

If no information is provided below or referred to an additional attachment **NO POINTS WILL BE AWARDED.**

PLANT / TOOLS / EQUIPMENT AVAILABLE AND ALLOCATED FOR THIS PROJECT

DESCRIPTION (type, size, capacity and year of registration)	QUANTITY	REGISTRATION NUMBER (Applicable for plant/vehicles/trailers etc.)

PLANT / TOOLS / EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

DESCRIPTION (type, size, capacity etc)	QUANTITY	SOURCE HIRE / ACQUIRED

If plant / tools / equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier must be submitted with the tender document. No points will be awarded if proof is not submitted.

ANNEX C

(NORMATIVE)

STANDARD CONDITIONS OF TENDER

Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in the Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer means** the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

C.1.4.1 Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.
- C.2.13 Submitting a tender offer**
- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:**
- Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
- C.2.18 Provide other material**
- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.
- Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- C.2.19 Inspections, tests and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- C.2.20 Submit securities, bonds and policies**
- If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- C.2.21 Check final draft**
- Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- C.2.22 Return of other tender documents**
- If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
- C.2.23 Certificates**
- Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

ANNEX G

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)

Table G2: CLASSES OF CONSTRUCTION WORK

Description	Designation	Definition	Basic works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Description	Designation	Definition	Basic works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: c) civil engineering works; d) electrical engineering works; e) mechanical engineering works; or f) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

Description	Designation	Definition	Basic works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

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Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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Part T2.1: List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

1. TAX CLEARANCE CERTIFICATE, BARGAINING COUNCIL CERTIFICATE AND MINIMUM WAGE DECLARATION
2. AUTHORITY OF SIGNATORY
3. COMPULSORY ENTERPRISE QUESTIONNAIRE
4. SCHEDULE OF SUB-CONTRACTORS
5. PRELIMINARY PROGRAMME
6. CENTRALIZED SUPPLIER DATABASE REGISTRATION
7. EMPLOYMENT OF LOCAL LABOUR
8. DECLARATION OF INTEREST (MBD4)
9. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD6.1)
10. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)
11. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD9)
12. PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER
13. CLARIFICATION MEETING ATTENDANCE CERTIFICATE
14. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
15. TENDERER'S BANKING CODE
16. HEALTH AND SAFETY PLAN
17. DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDERS

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) – append to **Schedule 2**.
- SARS Tax Compliance Status PIN or Valid CSD Number – Complete **Schedule 1**.
- Documentary evidence / proof of registration and verification on Centralised Supplier Database - append to **Schedule 6**.
- Documentary evidence / proof of registration and verification on CIDB Contractor Database - append to **Schedule 6**.
- Health and Safety plan – append to **Schedule 16**.
- **BBBEE Verification Certificate** – append to **Schedule 9**.

3. Returnable Schedules that will be incorporated into the Contract

- 18: RECORD OF ADDENDA TO TENDER DOCUMENT

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T2.2 Returnable Schedules

Notes to tenderer:

1. Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.
2. These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure must be countersigned by an authorised signatory.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
5. Should a tenderer wish to offer a different time period of completion than that required by the Employer, it shall be submitted as an alternative tender.
6. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.

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**1. TAX CLEARANCE CERTIFICATE, BARGAINING COUNCIL CERTIFICATE
AND MINIMUM WAGE DECLARATION**

(A) TAX CLEARANCE CERTIFICATE

The tenderer shall attach to this page an original current Tax Clearance certificate and VAT Registration certificate which is valid for the duration of the Tender offer validity period and which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture, each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS the tenderer shall complete the declaration below.

I, (name)

the undersigned in my capacity as (position)

on behalf of (name of company)

herewith grant consent that SARS may disclose to the Mossel Bay Municipality our tax compliance status.

For this purpose, our unique security personal identification number (PIN) is

(B) BARGAINING COUNCIL CERTIFICATE OF COMPLIANCE

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule.

Each party to a Consortium/Joint Venture shall attach separate certificates in the above regard.

(C) DECLARATION IN RESPECT OF MINIMUM WAGE

The tenderer, by signing this schedule, declares that not less than the statutory national minimum wage shall be paid to employees, as applicable.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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2. AUTHORITY OF SIGNATORY

Assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Tenderers shall submit with their tenders the following information:

Single Company, Close Corporation or Partnership

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (*Date*).....

Mr/Ms (*Print Name*)

has been duly authorized to sign all documents in connection with this tender / contract on behalf of:.....

(*Print Company Name*).....

Signed on behalf of Company:

In his/her capacity as:

Date:

Joint Ventures

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize;

Mr/Ms, authorised signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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3. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:
Address of enterprise:
.....
.....

Section 2: VAT registration number, if any:

Section 2a: National Treasury Central Supplier Database registration number:

Section 2b: SARS Tax Compliance Status PIN:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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4. SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub - Contractors for work in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub - contractors. Should any of the sub - contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Sub - Contractor not listed below being approved by the Engineer. **Note** that the tenderer may not subcontract more than 25% of the value of the contract as per the conditions in the 2017 Preferential Procurement Regulations.

Category / type	SUB-CONTRACTORS		
	Sub-Contractor Name / Address / Contact Person / Phone / Fax / Details of Organisation / Firm Experience	B-BBEE Status	Items of work (pay items) to be undertaken by the Sub - Contractor Estimated Cost of Work (Rand)

Category / type	SELECTED SUB-CONTRACTORS (To be negotiated after Award)		
	Sub-Contractor Name / Address / Contact Person / Phone / Fax / Details of Organisation / Firm Experience	B-BBEE Status	Items of work (pay items) to be undertaken by the Sub - Contractor Estimated Cost of Work (Rand)

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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5. PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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6. CENTRALIZED SUPPLIER DATABASE REGISTRATION

REGISTRATION OF SUPPLIERS ON THE CENTRALIZED SUPPLIER DATABASE

Recent development in terms of Municipal Supply Chain Management prescripts require that all prospective suppliers register on the National Treasury Centralized Supplier Database (CSD).

The CSD is a single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government.

The benefits to suppliers for registering on the CSD are:

- Supplier will only be required to register once when they do business with government
- A supplier will be able to ensure their data is up-to-date, complete and accurate;
- Standardised and electronic verification of supplier information leading to reduced fraud with paper copies and manual processes;
- Supplier will not be required to submit physical tax clearance and business registration certificate to organs of state; and
- Single source of supplier information to all organs of state

Registration on the CSD is via the following website: <https://secure.csd.gov.za/>.

- All suppliers are required to complete information on the CSD website and must ensure it is complete, accurate and comprehensive. The following would be amongst the required information:
- Supplier information i.e. supplier type, identification number, supplier name, trading name and country of origin;
- Supplier contact i.e. preferred contact person, preferred communication method, e-mail address, cell phone number, telephone number, etc. ;
- Supplier address i.e. country, province, municipality, city, suburb, ward and postal code;
- Bank account information;
- Supplier tax information;
- Ownership information, i.e. name and identification number of directors, members etc.;
- Association to any other suppliers i.e. branch, consortium members etc.; and
- Commodities the supplier can supply.

A valid email address, identity number, cell phone number and bank account details are mandatory in order to register on the CSD.

No proof of documentation is necessary as the CSD will electronically validate and authenticate all the information. Your entity will be issued with a unique CSD number (MAA.....), which will be used as a reference and must be stated on all quotations and tenders as from 1 July 2016.

With effect from 1 July 2016, Mossel Bay Municipality must use and verify a supplier's registration on the CSD. Therefore, you are required to please comply and register on the CSD.

Failure to register may result in Mossel Bay Municipality not being able to conduct business with your company/entity.

BIDDER CSD NUMBER: MAA..... (MUST be provided)

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7. EMPLOYMENT OF LOCAL LABOUR

EMPLOYMENT OF LOCAL LABOUR

The tenderer must complete the following table by providing the proposed amount of local labourers to be employed by the tenderer if the contract is awarded to the tenderer. These labourers must be employed from the town in which the works are executed. The Contractor shall submit monthly records of the employed labourers as required by the Municipality.

Town	Type of labourer	Number of persons	Number of working days

Signed on behalf of the Tenderer:

Name:

Position:

Date:

Signature:

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8. DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
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/adjudging 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 and their individual identity 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 yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months?YES / NO
 - 3.9.1 If yes, furnish particulars.....
.....

¹MSCM 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.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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 yes, furnish particulars.

Full Name of Director / Trustee / Manager / Shareholder	Relationship	Related Party's Name	State Organisation

3.11 Are you, aware of any relationship (family, friend, other) between any other 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 yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.

Full Name of Director / Trustee / Manager / Shareholder	Relationship	Related Party's Name	State Organisation	Capacity of Related Party

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	CAPACITY IN COMPANY

If any information in this declaration change, the municipality should immediately be informed, and a new declaration form must be completed and signed.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder (Company)

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9. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

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;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“prices”** includes all applicable taxes less all unconditional discounts;
- (g) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (h) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (i) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

A copy of the latest municipal account MUST be included in tender document

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

9. DETAIL ALL THE TRADE ASSOCIATIONS/ PROFESSIONAL BODIES IN WHICH THE ENTERPRISE HAS MEMBERSHIP, AND DATES JOINED: (COMPULSORY) (E.G. CIPC; CIDB; NHBRC) REGISTRATION NUMBER MUST BE PROVIDED. WILL INVALIDATE BID FOR NON-COMPLIANCE

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

12. 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.

WITNESSES 1. 2.		 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	--	--

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

10. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for 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.	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
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 (Company)

MOSSEL BAY MUNICIPALITY

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REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

11. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD9)

I, the undersigned, in submitting the accompanying bid: **TDR357/2022/2023: REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY**

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY

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.

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.**

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

MOSSEL BAY MUNICIPALITY

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**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

12. PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE / ITEM	PROPOSAL / DESCRIPTION

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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13. CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Refer to tender conditions (Tender Data Clause 4.7)

This is to certify that I/we,
(the representative(s))

representing (the tenderer)

of (address)

telephone number

fax number

on (date)

attended the clarification meeting, have, so far as is practicable, familiarized myself/ ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/ our Tender.

Attendance of the above person(s) at the Clarification Meeting is confirmed by:

NOTE: The official clarification meeting attendance register will be used as proof of attendance during the evaluation process.

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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14. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
SUB TOTAL	R
CONTINGENCIES (10%)	R
SUB TOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT 15%)	R

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
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15. TENDERER'S BANKING CODE

BANKING DETAILS

As part of the tender evaluation process it must be determined whether the Tenderer's financial management poses a risk to the Municipality or not.

For this purpose, the Tenderer's banking code must be provided for his business account.

The following information is required:

Name of Account Holder	
Name of Bank	
Name of Branch	
Contact Person at Bank	
Account Number	
Type of Account	
Bank Code as per attached letter	

Note: Tenderers must attach to this page an ORIGINAL letter from the bank indicating the company's Bank Rating (Code) for its business account for the Tender amount and time applicable. The time shall be the contract period and the amount shall not be less than Tender Amount inclusive of VAT.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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16. HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-Contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-Contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

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REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

17. DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDERS

PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

Name of account holder:

Account number:

FOR MUNICIPAL USE ONLY

I/we hereby certify that the municipal account details of our Client as indicated above is correct.

.....
Name of municipal official (print name)

.....
Signature of municipal official

Official date stamp of municipality

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,, the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

.....
Signature for and on behalf of the bidder

.....
Date

MOSSEL BAY MUNICIPALITY

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18. RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM NO	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance (Agreement)

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Insurance Broker's Warranty

MOSSEL BAY MUNICIPALITY

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REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C1.1: Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has rates entered into a contract for the procurement of:

CONTRACT NO. TDR357/2022/2023: REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

The tenderer, identified in the rates signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, 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 VALUE ADDED TAX IS:

Rand.....

..... (in words);

R..... (in figures)

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

(Name and address of organization/
tenderer)
.....

Name and signature
of witness Date

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer'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 tenderer's offer shall form an agreement between the Employer and the tenderer 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 agreement)

Part C2 Pricing data

Part C3 Scope of work.

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 as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's Agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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.¹

Signature(s)

Name(s)

Capacity

For the Employer **Mossel Bay Municipality**

(Name and address of the organization) 101 Marsh Street
Mossel Bay
6500

Name and signature of witness

Date

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Contractor) within seven working days of the date of such submission 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.

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter 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.
- 4. 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 authorised representatives signing this agreement, the Employer and the tenderer 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 returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer 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 tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature(s)
 Name(s)
 Capacity
 (Name and address of organization/ tenderer)
 Name and signature of witness Date

For the Employer:

Signature(s)
 Name(s)
 Capacity
 (Name and address of organization) **MOSSEL BAY MUNICIPALITY**
 Name and signature of witness Date

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

General Conditions of Contract

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

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent and the Engineer.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data. Each item of data given below is cross-reference to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract, are applicable to this Contract:

1.1 Definitions

The definitions contained in Clause 1.1 are hereby amended and / or supplemented as follows:

- Add the following definition:

"1.1.1.35 " Schedule of Documents" means the document so designated in and forming part of the Tender Documents."

4.1.2 Contractor's liability for own design errors

In Clause 4.1.2, line 5, amend "any drawing" to read "any design, drawing".

4.3.1 Compliance with applicable laws

Add to the end of Clause 4.3.1:

"The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 5.(1)(l) and 7.(1)(a) of the Construction Regulations, 2014 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatory Form as envisaged by Section 37(2) of the Occupational Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the Tender Documents.)".

4.3.2 Proof of good standing

Add to Clause 4.3.2:

"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contract Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either

- (a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or
- (b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."

5.4.2 Access not exclusive

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.

5.12.3 Relevant adjustments to General Items

Replace the Clause with the following:

"If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable, as are appropriate to the circumstances concerned and taking into account any other compensation which may already have been granted in respect of these circumstances."

5.16 Approval

In the last paragraph, 2nd line of Clause 5.16.1, delete the word "not".

6.6.1 Provisional Sums

In Clause 6.6.1.2.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 6.6.1.2.2, the third line, after the word "amount" insert ", excluding VAT,".

6.6.2 Prime Cost Sums

In Clause 6.6.2, line 5, after the word "price", insert ", excluding VAT,".

6.8.2 Application of Contract Price Adjustment Factor

In Clause 6.8.2, line 3, after "Clause 6.10.1" insert:

"but including new rates or prices fixed in terms of Clause 6.4.1".

6.9.1 Vesting of Plant and Materials

Add to Clause 6.9.1:

"The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property."

6.9.2 Definition of "materials"

In Clause 6.9.2, last line, amend "Works" to read "Permanent Works".

6.10.1 Interim Payments

In Clause 6.10.1.5, line 6 amend "documentary evidence" to read "a signed statement".

7.2.1 Quality of Plant, Workmanship and Materials

Add at the end of Clause 7.2.1:

"Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused. It shall be the Contractor's responsibility to ensure that the materials priced in the Schedule of Quantities are suitable in form and design (in accordance with Clause 4.1.1) for the specific site of works in terms of ground conditions and climatic conditions, failing which the Contractor shall replace all unsuitable material with suitable materials, approved by the Employer's Agent. The costs of replacing such unsuitable material shall be for the Contractor's account exclusively."

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a quality management plan as specified.

The Employer shall approve (or disapprove) the quality management plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission."

7.8.1 Making good of defects in Defects Liability Period

In Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Employer's Agent", and amend "thereafter" to read "after the Defects Liability Period".

8.2 Care of the Works

Replace Clause 8.2.2.2 with the following:

"Arising from any of the accepted risks, referred to in Cause 8.3, other than pertaining to Clauses 8.3.1.11, 8.3.1.12 and 8.3.1.13, the Contractor shall, if ordered by the Employer's Agent, repair and make good the same and the cost of such work shall be for the Contractor's account."

8.3.1 Excepted risks

In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides,".

In Clause 8.3.2 insert at the end: "All additional costs claimed by the contractor due to excepted risks, other than pertaining to Clauses 8.3.1.11, 8.3.1.12 and 8.3.1.13 and approved by the Engineer, shall be borne by both the Contractor and the Client in equal parts.

Further to this, only Time-Related Preliminary and General claims pertaining to Clause 8.3.1.7 will be considered and evaluated by the Engineer."

8.6.1 Insurances to be affected

Add to Clause 8.6.1.3:

"The minimum amount of insurance required in terms of this Clause, as stated in the Appendix to Part 1 of the Contract Data, shall be per event, the number of events being unlimited."

Amend Clause 8.6.1.5 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."

8.6.5 Employer to approve insurance policy

Add to Clause 8.6.5:

"The Employer shall approve (or disapprove) the terms of the insurances within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."

8.6.6 Contractor to produce proof of payment

Add to Clause 8.6.6:

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Appendix to Part 1 of the Contract Data."

8.6.8 Claims arising

Add Clause 8.6.8:

"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1, 8.2.2.2 and 8.2.2.3."

APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

- 1.1.1.13 The Defects Liability Period is **12** calendar months.
- 1.1.1.14 The time for achieving Practical Completion of the whole of the Works is as stated in Part 2.
- 1.1.1.15 The name of the Employer is Mossel Bay Municipality.
- 1.1.1.16 The Employer's Agent, referred to in the documents, is any authorised professionally registered employee of JPCE (PTY) LTD.
- The name of the Employer's Agent is: **Mr Reon Pienaar, Pr. Eng**
- 1.1.1.26 The Pricing Strategy is Re-measurement Contract.
- 1.2.1.2: The Employer's address for receipt of communications is:
- | | |
|-------------------|-----------------|
| Physical address: | Postal address: |
| 101 Marsh Street | P O Box 25 |
| MOSSEL BAY | MOSSEL BAY |
| 6500 | 6500 |
- Telephone: 044 606 5000
e-mail: warren.manuel@mosselbay.gov.za
- 1.2.1.2 The Employer's Agent's address for receipt of communications is:
- | | |
|-------------------|-----------------|
| Physical address: | Postal address: |
| 60 Bracken Street | P O Box 931 |
| Protea Heights | BRACKENFELL |
| BRACKENFELL | 7561 |
| 7560 | |
- Telephone: 021 982 6570
e-mail: reon@jpce.co.za
- 1.3.2 The governing law is the law of the Republic of South Africa.
- 3.2.3 The Employer's Agent shall obtain the specific approval of the employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
1. Clause 6.3: Variations
 2. Clause 5.11.1: Suspension of the Works
 3. Clause 5.12: Extension of Time for Practical Completion
- 5.3.1 The following documentation is required and shall be approved by the Employer's Agent, before Commencement with Works execution:
- (a) Health and Safety Plan (Refer to Clause 4.3)
 - (b) Environmental Management Plan (Refer to Clause 4.3)
 - (c) Letter of Good Standing (Refer to Clause 4.3)
 - (d) Initial programme (Refer to Clause 5.6)
 - (e) Security (Refer to Clause 6.2)
 - (f) Quality Management Plan (Refer to Clause 7.2.1)
 - (g) Insurance (Refer to Clause 8.6)
 - (h) Cash flow projection
- 5.3.2 The time to submit the documentation required before commencement with Works execution is **14** days. The **14** days is included in the time to achieve Practical Completion and will not be added.

5.8.1 The non-working days are Saturdays and Sundays.

The special non-working days are public holidays and the year-end break commencing mid-December and ending early January as published by SAFCEC.

5.12.2.2 No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January 2 days
February 2 days
March 2 days
April 2 days
May 4 days
June 4 days
July 4 days
August 4 days
September 3 days
October 3 days
November 2 days
December 2 days

The Contractor shall notify the Employer's Agent via email of the delay on the day of the occurrence, failing which, a claim for that delay will not be entertained.

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path of the updated construction program at that point in time is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

5.13.1 The penalty for delay is **R2500** per calendar day. This penalty value will be levied prior to the calculation of VAT.

5.13.2 The penalty for delay will not be reduced for any reason whatsoever.

5.14.1 The requirements for achieving Practical Completion are:

1. The same as the requirements for achieving Completion in terms of Clause 5.14.4 and will be applicable to the whole of the works. Partial Completion shall not be issued.

5.16.3 The latent defect period is **10** years.

6.2.1 Security

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

6.5.1.2.3 The percentage allowance to cover overhead charges is **10%**.

- 6.8.2 The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, a Contract Price Adjustment factor shall be applied to the value of certificates in accordance with the Contract Price Adjustment Schedule included in the Contract Data. In this Contract Price Adjustment factor:

The value of "x" is 0.15

The values of the coefficients are:

a = 0.20 Labour
b = 0.25 Contractor's equipment
c = 0.05 Material
d = 0.50 Fuel

The base month is the month prior to tender closure.

- 6.8.3 Price adjustments for variations in the costs of special materials are not allowed.

- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is **80%** of the value stated on the material supplier's invoice.

- 6.10.3 Retention monies that are held shall not exceed **10%** of any amount due to the contractor with the Limit of Retention Money being **10%** of the Contract Price. **A guarantee in lieu of retention is not permitted.**

- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum shall be calculated by the Contractor from the information contained in the contract documentation, if applicable.

- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R200 000.00**.

- 8.6.1.2 A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA) is required.

- 8.6.1.3 The limit of indemnity for liability insurance is **R10 000 000.00** for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.

- 8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurances are also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

8.6.6 The insurance policies and proof of due payment shall be produced to the Employer's Agent within the time stated in Clause 5.3.2.

10.7.1 The determination of disputes shall be by arbitration.

PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2: The Contractor's address for receipt of communications is:

Telephone:

Facsimile

e-mail:

Address:

.....

.....

1.1.1.14 The time for achieving Practical Completion is **Weeks (16 Weeks Maximum)**, all special non-working days, as stated under clause 5.8.1, excluded.

Clause 6.8.3: Variation in the cost of special materials

SPECIAL MATERIALS		
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall be considered as special materials.		
Special Material	Unit	Current Rate or Price
None		
When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.		

SIGNED ON BEHALF OF TENDERER:

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C1.3 Form of Guarantee

TENDER NO. **TDR357/2022/2023**

WHEREAS **the Mossel Bay Municipality**
(hereinafter referred to as the Employer") entered into, a Contract with:

.....
(hereinafter called "the Contactor") on the day of20.....,
for the **REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand
..... (in words);
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Guarantor's seal or stamp

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C1.4 Occupational Health and Safety Agreement

MANDATORY AGREEMENT

(Also see Annexure 3 Of OHS Specification)

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: REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

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.

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

C1.5 Insurance Broker's Warranty

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date _____

MOSSEL BAY MUNICIPALITY
P O BOX 25
Mossel Bay
6500

Dear Sir

CONTRACT NO.: TDR357/2022/2023

CONTRACT TITLE: REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the MOSSEL BAY MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bills of Quantities

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C2.1 Pricing Instructions

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Schedules of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Schedules of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt
P/d	=	Per day			

6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

7. A price or rate shall be entered against each item in the Bill / Schedule of Quantities. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

No unauthorized amendment shall be made to the Schedule of Rates / Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates / Bill of Quantities are not properly completed, the tender will be rejected.

8. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
9. The rates should incorporate the utilization of local plant, labour, materials and sub - contractors as stated in C3.3 Procurement.
10. Ordering of material is not to be based on the bill of quantities, but only on information issued for construction.

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

C2.2 Schedule of Quantities

CONTENTS

SECTION A:	PRELIMINARY & GENERAL
SECTION B:	PROVISIONAL AND PRIME COST SUMS
SECTION C:	EARTHWORKS & HAULAGE
SUMMARY	
DECLARATION	

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY
TENDER TDR 357.2022.2023

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
	1200 A & 1200 AB	<u>SECTION A : PRELIMINARY & GENERAL</u>					
A1	8.3	FIXED-CHARGE ITEMS					
A1.1	8.3.1	Contract requirements	Sum	1.00			
	8.3.2	Establishment of Facilities on the Site:					
A1.2	8.3.2.1	Facilities for Engineer					
A1.2.1		Name-board	No	1.00			
A1.3	8.3.2.2	Facilities for Contractor:					
A1.3.1		Offices, storage sheds and workshops	Sum	1.00			
A1.3.2		Laboratory facilities.	Sum	1.00			
A1.3.3		Living Accommodation	Sum	1.00			
A1.3.4		Ablution and latrine facilities	Sum	1.00			
A1.3.5		Tools and Equipment	Sum	1.00			
A1.3.6		Water and Electrical power supply.	Sum	1.00			
A1.3.7		Plant:					
A1.3.7.1		(i) All plant required	Sum	1.00			
A1.3.8		Dealing with water (Sub-clause 5.5 and SANS 1200D Sub-clause 5.1.3)	Sum	1.00			
A1.3.9		Access to the Works as per 5.8	Sum	1.00			
A1.4		Setting out of the Works as per 5.1	Sum	1.00			
A1.5	8.3.3	Other Fixed-charge Obligations:Tenderer to specify item(s) (if any):					
A1.5.1			Sum	1.00			
A1.5.2			Sum	1.00			
A1.6	8.3.4	Removal of Site Establishment	Sum	1.00			
A1.7		Complying with Municipal Wayleave Application Process	Sum	1.00			
A1.8	Volume 4	Complying with the OH&S Specification	Sum	1.00			
A1.9		Complying with the Environmental requirements	Sum	1.00			
A2	8.4	TIME-RELATED ITEMS					
A2.1	8.4.1	Contractual Requirements	Sum	1.00			
	8.4.2	Operation and Maintenance of Facilities on Site: for "duration of construction" except where otherwise stated:					
A2.2	8.4.2.1	Facilities for Engineer					
A2.2.1		Name-board	No	1.00			
Total Carried Forward							

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY
TENDER TDR 357.2022.2023

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
A2.3	8.4.2.2	Facilities for Contractor:					
A2.3.1		Offices, storage sheds and workshop	Sum	1.00			
A2.3.2		Laboratory facilities.	Sum	1.00			
A2.3.3		Living Accommodation	Sum	1.00			
A2.3.4		Ablution and latrine facilities	Sum	1.00			
A2.3.5		Tools and equipment	Sum	1.00			
A2.3.6		Water and Electrical power supply.	Sum	1.00			
A2.3.7		Plant For:					
A2.3.7.1		(i) All plant required	Sum	1.00			
A2.3.8		Dealing with water (Sub-clause 5.5 and SANS 1200D Sub-clause 5.1.3)	Sum	1.00			
A2.3.9		Access to the Works as per 5.8	Sum	1.00			
A2.4		Setting out of the Works as per 5.1	Sum	1.00			
A2.5	8.4.3	Supervision for "duration of construction"	Sum	1.00			
A2.6	8.4.4	Company and Head Office Overhead Costs for duration of the Contract	Sum	1.00			
A2.7		Liaison with Authorities and the Community, opportunities to, and co-operation with others on Site	Sum	1.00			
A2.8	8.4.5	Other Time-related Obligations:Tenderer to specify item(s) (if any) and duration:					
A2.8.1			Sum	1.00			
A2.8.2			Sum	1.00			
A2.9	Volume 4	Complying with the OH&S Specification	Sum	1.00			
A2.10		Complying with the Environmental Requirements	Sum	1.00			
A3	8.8	TEMPORARY WORKS :					
A3.1	8.8.2	Dealing with traffic in general	Sum	1.00			
A3.2		Dealing with dust and wind-blown litter generated by the construction activities	Sum	1.00			
A3.3		Complying with Municipal Wayleave Application Process	Sum	1.00			
A4		As-built data (Modelled DTM and CAD drawings)	Sum	1.00			
Total Carried Forward To Summary							

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY
TENDER TDR 357.2022.2023[illegible]

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY
TENDER TDR 357.2022.2023

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
	1200 D	SECTION C : EARTHWORKS & HAULAGE					
		Note: All earthworks quantities are measured tight / in-situ					
C1		EXCAVATION					
C1.1	8.3.1.1	Clear and strip site to stockpile to 150mm depth. This material shall be used for backfilling the excavation. (Depth may be increased, could change for each location and will be finalised on site) (PROVISIONAL QUANTITY)	m ²	1,200.00			
C1.2	8.3.1.1	Clear and remove all surface waste in area to haulage trucks (PROVISIONAL QUANTITY)	m ²	1,000.00			
C1.3	8.3.2	Excavate in previously disposed solid waste material to haulage trucks. (Test pits over the waste body indicated that the depth of the waste is between 1m and 4m below existing ground level in identified places) (PROVISIONAL QUANTITY)	m ³	1,100.00			
C1.4	8.3.2	Excavate fill material from stockpile to excavation and compact to 90% Mod Aashto. (PROVISIONAL QUANTITY)	m ³	200.00			
C1.5	8.3.2	Excavate topsoil/backfill material from stockpile to be identified near Louis Fourie landfill to Haulage trucks for return trip to Buisplaas (PROVISIONAL QUANTITY)	m ³	1,000.00			
C2		TRANSPORT					
C2.1		Transport excavated solid waste from Buisplaas to Louis Fourie landfill and dispose as instructed. Disposal will be free of charge. Haulage containers shall be covered with suitable tarps to prevent wind-blown littering. (PROVISIONAL QUANTITY)	m ³	1,400.00			
C2.2		Transport clean excavated topsoil/backfill material from site near Louis Fourie landfill to Buisplaas and off-load to stockpile at designated area. Haulage containers shall be covered with suitable tarps to prevent wind-blown dust. (PROVISIONAL QUANTITY)	m ³	1,000.00			
C3		DEALING WITH EXISTING SERVICES					
C3.1	8.3.8.2(c)	Temporary protection of the existing perimeter fences in Buisplaas for the duration of the works	m	150.00			
C3.2	8.3.8.2(c)	Temporary protection of the existing storm water infrastructure in Buisplaas for the duration of the works	Sum	1.00			
Total Carried Forward							

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY
TENDER TDR 357.2022.2023[illegible]

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

SCHEDULE OF QUANTITIES

SUMMARY		
SECTION NO.	SECTION TITLE	AMOUNT R - c
A	PRELIMINARY AND GENERAL	
B	PROVISIONAL AND PRIME COST SUMS	
C	EARTHWORKS & HAULAGE	
TOTAL FOR SECTIONS A TO C:		SUB-TOTAL ("X")
CONTINGENCIES: ADD: 10% of the above Sub-Total ("X") as a Provisional Sum to cover the cost of Contingencies and to be expended only as the Engineer may direct.		
NETT TENDER SUM ("T")		
ADD: 15% of Nett Tender Sum ("T") for VALUE ADDED TAX (VAT).		
GRAND TOTAL: Carried to Form of Offer and Acceptance		

DECLARATION (In respect of completeness of Tender)

Mossel Bay Municipality
101 Marsh Street
MOSSSEL BAY

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 5 pages in consecutive order upon which my/our tender for **TENDER NO. TDR357/2022/2023: REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY** has been based.

.....
SIGNATURE OF TENDERER/S

.....
DATE

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

PART C3: Scope of Work

C3.1 DESCRIPTION OF THE WORKS

C3.2 ENGINEERING

C3.3 PROCUREMENT

C3.4 CONSTRUCTION

C3.5 MANAGEMENT

C3.6 ANNEXES

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6) SANS Standardised Specifications

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C3.1: Description of the Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 EXTENT OF THE WORKS
- 5 LOCATION OF THE WORKS

1 EMPLOYER'S OBJECTIVES

The Waste Management and Pollution Control Directorate of the Mossel Bay Municipality proposes the Rehabilitation of the existing Buisplaas Landfill by removing the waste body to the Louis Fourie Landfill.

2 OVERVIEW OF THE WORKS

The service consists of the excavation of the previously disposed waste material in and around the town of Buisplaas, loading it onto trucks for transport to and disposal at the Louis Fourie landfill, west of Mossel Bay. Clean fill material, sourced at a site near Louis Fourie landfill to be identified by the municipality, will then be loaded onto the emptied trucks, transported back to the site of works, and temporarily stockpiled. The stockpiled material will be used to fill the excavation, the fill material will be covered by topsoil and the area will be hydro-seeded. The excavated areas can only be filled once soil beneath the excavations have been tested and shown to be clear of all waste related contamination.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for, execute and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Engineer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved sub-contractors.

4 EXTENT OF THE WORKS

The Works in general include but is not restricted to the following:

- 1. Excavation of previously disposed solid waste and loading thereof onto trucks.
- 2. Transport of the excavated waste to the Louis Fourie landfill (Approx. 42km one way) and disposal thereof at the landfill. The route includes portions of gravel road near Buisplaas.
- 3. Excavation of clean fill material from stockpiles near Louis Fourie landfill to be identified and loading thereof onto emptied trucks. Trucks to be clean of all waste prior to loading fill material.
- 4. Transport of fill material to the site of works and off-loading thereof to stockpile.
- 5. Testing of in-situ material after excavation of waste for contamination. Testing methodology and parameters to be provided by Engineer.
- 6. Excavation of fill material from stockpile to fill void left by solid waste.
- 7. Importation and placing of topsoil.
- 8. Hydro-seeding of topsoil

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

**REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE
BODY**

C3.2: Engineering

DRAWINGS ISSUED WITH THIS DOCUMENT

The following drawings are applicable to the contract and will form part of the Contract Documents:

DRAWING NUMBER	DESCRIPTION
A213.01	Estimated Locations of Waste Deposits
A213.02	Proposed Haulage Route

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C3.3: Procurement

1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule (**Schedule 9** in Part T2.2 (MBD6.1), Returnable Schedules)

2 SCOPE OF MANDATORY SUBCONTRACT WORK

Not used.

3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the currently unemployed persons in the local community of Buisplaas. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only. Local community labour is defined as people who reside in the local community and who have been identified and names placed on the labour list by the Employer.

Key personnel are defined as supervisors, drivers, plant operators and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other employees must be submitted for information of the Employer.

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C3.4: Construction

CONTENTS

- 1 APPLICABLE STANDARDISED SPECIFICATIONS
- 2 PARTICULAR SPECIFICATIONS
- 3 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER
- 4 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER
- 5 SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR
- 6 CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES
- 7 PROVISIONAL AND PRIME COST ITEMS
- 8 SCOPE OF SUB-CONTRACTORS
- 9 OTHER CONTRACTORS ON SITE
- 10 CONSTRUCTION PROGRAMME
- 11 FEATURES OF CONTRACT REQUIRING SPECIAL ATTENTION

ANNEXES: The Annexes listed below are contained in Section C3.6 of the document

ANNEXES 1: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4 CONSTRUCTION

1. APPLICABLE STANDARDISED SPECIFICATIONS

For the purposes of this Contract the following Standardised Specifications for Civil Engineering Construction, as amended in Annexure 2, shall apply:

SANS 1200 A	GENERAL	1986
SANS 1200 D	EARTHWORKS	1988

It shall be the responsibility of the Contractor to obtain, at his own expense, copies of the relevant editions of the documents referred to above. No subsequent amendments or revisions to these documents shall apply to this contract.

The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African National Standards. In addition to this, all elements of the Contract Documents shall be available for inspection on Site at all times.

2. PARTICULAR SPECIFICATIONS

The following particular specifications are annexed to Section C3.6: Annexes:

None.

3. PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

The fill material to be loaded at a site near the Louis Fourie landfill will be provided by the Employer free of charge from surplus material they have available at a nearby construction development. The Contractor needs to allow for 5km extra distance on half of the return trips from Louis Fourie to Buisplaas to allow for loading of this material.

4. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

4.1 Source of Water Supply

The Contractor shall make his own arrangements for water and shall pay for all costs and charges thereof.

4.2 Source of Electrical Supply

The Contractor shall make his own arrangements for electrical power and shall pay for all costs and charges thereof.

4.3 Location of Camp and Depot

The Contractor will be allowed to have one shipping container on site. The Contractor shall provide his own security with respect to the Works, including the camp and storage facilities. The final location of the Contractor's camp will be subject to the Engineer's approval.

5. SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

5.1 Office and Storage Facilities

All offices, storage facilities, etc. required by the Contractor are to be supplied by the Contractor. No storage facilities, shelters or eating facilities are available on Site and the Contractor shall make his own arrangements and pay all costs associated with such facilities if required.

The security and safety of the Contractor's equipment, the storage, safekeeping and preventing of deterioration of all the material, goods, plant and equipment delivered to Site shall be the responsibility of the Contractor until the certificate of Completion has been issued, notwithstanding that the Employer may have previously paid for such items.

The Contractor shall also provide one name-board as specified in **Addendum A** of Section C3.4 Construction.

5.2 Housing and Transport

The Contractor will make his own arrangements for accommodating personnel and night watchmen. The Contractor's employees, except for an approved number of night watchmen, shall not be housed on site and the Contractor shall make his own arrangements and pay all cost associated with housing his employees and transporting them to site.

5.3 Sanitary Facilities

The contractor shall make his own arrangements for sanitary facilities and shall pay for all costs and charges thereof.

5.4 Disposal of Construction Waste

Waste from the Buisplaas area including all waste generated during the construction process will be taken to the Louis Fourie landfill for final disposal. The construction waste needs to be clearly separated from the project waste and reported to the Engineer on a weekly basis.

5.5 Telephone

Not applicable

5.6 Laboratory Facilities

No on-site laboratory facilities are available. The Contractor is to make his own arrangements for the testing of materials. Tests ordered by the Engineer will include guidance on test parameters and possible laboratories to use.

Testing of soil underneath the excavated waste body needs to be undertaken in accordance with the SSV suite as per the Norms & Standards for the remediation of contaminated land.

5.7 Medical Attendance

The Contractor shall at all times maintain adequate medical attendance on Site. A person holding a current First Aid certificate shall be immediately available on site at all times when work is in progress. Arrangements, with the nearest suitable hospital, shall also be made by the Contractor for the acceptance of urgent cases of injury. Similarly, all haulage vehicles must be equipped with first aid kits and all drivers must have access to mobile phones to use in case of emergency.

6. CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

The Works will be carried out on the existing property of the Client. The information supplied is only to give the Contractor an idea of the position of the services that may be found on site and in no way relieves the Contractor from satisfying himself in respect of all the exact locations of the existing services.

The Contractor shall be responsible for finding out what sort of protection will be required during the construction and for protecting the services and the property accordingly. Should the Contractor damage any service or property in any way, it shall be repaired by the Contractor or the relevant authority as directed by the Engineer. All claims arising out of the Contractor's activities in connection with known services or property shall be for the Contractor's account.

7. PROVISIONAL AND PRIME COST ITEMS

7.1 Provisional Sum and Prime Cost Items

No materials may be ordered and/or no work may be undertaken in respect of items which are scheduled in the Bill of Quantities as "Provisional Sum" items and/or "Prime Cost" items without the written approval of the Engineer.

The contractual procedures in respect of the said items are set out in Clause 6.6 of the General Conditions of Contract.

8. SCOPE OF SUB-CONTRACTS

8.1 General

The Contractor must attain the written permission of the Engineer before he makes use of the services of a sub-contractor.

9. OTHER CONTRACTORS ON SITE

It shall be required from the Contractor to afford other Contractor(s), workmen and construction plant reasonable opportunities and facilities as may be required to enable such workmen and plant to obtain access to and from their Works. The Contractor must co-operate with such other authorised Contractor(s) and workmen engaged on the Site of Works. Any difference or dispute arising between the parties must be settled amongst themselves without involving the Employer or the Engineer in any way.

10. CONSTRUCTION PROGRAMME

10.1 Submission

The Contractor shall submit his Programme in accordance with Clauses 5.6 of the General and Special Conditions of Contract within the time stated in the Contract Data to the Engineer for his approval.

10.2 Employer's Requirements

10.2.1 Commencement and Time for Completion

The Employer requires the Works to be completed within the maximum time stated in the Contract Data, calculated from the Commencement Date in terms of Clause 5.3 of the General Conditions of Contract.

10.2.2 Handing Over of the Site of Works

Possession of the whole of the Site of Works will be given to the Contractor at the commencement of the construction of the Works.

10.2.3 Resources Scheduling

The Programme shall include resource scheduling and balancing.

10.2.4 Scheduling

The Contractor shall schedule the works as follows:

Phase 1

The excavation, transport, and disposal of the previously disposed solid waste.
Loading from stockpile, transport, and off-loading of the clean fill material to stockpile.

Phase 2:

Testing of the in-situ soil material after removal of the solid waste. The method of sampling and testing will be confirmed by the Engineer. If these tests indicate contamination of the remaining in-situ material, further excavation will be required, whereafter another round of testing will be done. This procedure will be followed until the tests return acceptable results. We anticipate the duration of one testing cycle to be approximately 2 weeks and at least one test is to be done at each location of excavated waste material. The cost of these laboratory tests will be paid from the provisional sum included in the bill of quantities.

Phase 3:

Backfill of excavation from stockpiled fill material. This can only happen once confirmation is obtained that the waste related contamination was removed and the area is clean.
Topsoiling and hydroseeding.

All phases shall be included in the programme and shall be covered by the Preliminary and General section in the schedule of quantities, excluding the additional excavation and transport quantities, which will be remeasurable.

11. FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

11.1 Authorities

11.1.1 Liaison

The Contractor shall comply with all the requirements of the tender, insofar as the execution of the contract may affect or may be effected by the requirements and/or regulations of the said Authorities.

11.2 Existing Services and Structures on Site

11.2.1 Information

Existing services that may be affected by the Works are to be identified through the Municipal wayleave application process. Electricity supply is through Eskom via overhead powerlines.

It is required from the Contractor to arrange for Wayleaves from the relevant Authorities prior to any construction work where applicable.

11.2.2 Location and protection

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing services and works against damage whatsoever which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time.

When the Contractor is liable for the cost of repairs carried out by the Employer or any other Authority, the costs will be recovered by means of a deduction from the Contractor's interim Payment Certificates.

No excavation is to be done within 3m from underground cables before consulting the Engineer and the relevant Authority, i.e. the owner of the service.

11.2.3 Accommodation of Traffic and Access to Properties and Borrow

The Contractor shall ensure that all roads adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works and by the Contractor's activities at the Borrow Area, are kept in a safe condition for pedestrians and vehicular traffic.

Accommodation of vehicular and pedestrian traffic shall be performed in accordance with Sections D and DB of SANS 1200.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road shall be completely closed without prior approval by the Engineer.

The Contractor shall provide and maintain in proper conditions all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions.

All signs shall be in two languages as may be advised by the Employer, and all traffic signs and control of traffic shall be in accordance with the South African Road Traffic Signs Manual. The Contractor shall provide temporary by-passes where necessary to provide access for vehicular and pedestrian traffic.

It is a condition of this Contract that gravel on detours, bypasses and existing gravelled roads shall only become the subject of payment in terms of the Specifications when such gravel wearing courses are constructed to accommodate public traffic in accordance with a written order by the Engineer.

11.2.4 Temporary stockpiling and spoil

The Contractor shall obtain the Engineer's written approval prior to the disposal of any surplus or unsuitable material or prior to the temporary stockpiling of any selected material from excavation.

Material from excavation shall only be spoiled or temporarily stockpiled on sites approved or designated by the Engineer in writing.

11.2.5 Environmental Conservation

The Contractor must cautiously see to the conservation of the natural landscape and he must organise his construction activities in such a way as to prevent the unnecessary destruction or violation of the natural environment in the vicinity of the works in the most practical way possible.

Except where it is necessary to clean and unroot the existing terrain for the construction of the permanent works as specified, all vegetation must be conserved and protected against damaging by the Contractor's construction equipment, workers and activities.

The construction of the works must be conducted in such a way that public discomfort because of dust can be overcome by the administration of sufficient water or other measures to prevent the formation of dust where and as regularly as needed. The Contractor will be accountable for any damage caused by dust from his construction activities.

Any costs to comply with the requirements herein specified for Environmental Conservation must be included in the related unit rates for the execution of the works as included in the Bill of Quantities.

11.2.6 Finishing and Tidying

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period.

11.2.7 Recording of ground, foundation and rock profiles

Before commencing any work, the Contractor shall perform a photographic survey of the original profile of the entire area to be worked upon and submit this survey to the Engineer at least 5 working days prior to the commencement of the work. For this purpose the Contractor shall inform the Engineer in writing at least 7 days before commencing work in a specific area, of his intention to perform work in such specific area which will result in a change in the topography or ground profile of the Site.

The Contractor shall record all rock and intermediate excavation profiles and foundation levels in digital format (X, Y Z) as the work proceeds.

The profiles recorded shall be submitted to the Engineer for approval.

The cost of the work specified for recording of ground, foundation and rock profiles will be held to be included in the rates for the related excavation and earthworks items in the Bill of Quantities.

11.2.8 Site Maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

11.3 Testing and quality control

(I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an approved laboratory which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(II) ADDITIONAL TESTING REQUIRED BY THE ENGINEER

In addition to the provisions of subclause 11.3(I): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause 11.3(I), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

The costs of any additional tests required by the Engineer in terms of subclause 11.3(II): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities.

11.4 Sub-Contractors

All matters pertaining to sub-contractors (including Nominated sub-contractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any sub-contractors nor will he issue instructions concerning the subcontract works directly to any sub-contractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the sub-contractors and the neither the Engineer nor the Client will become involved.

11.5 Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

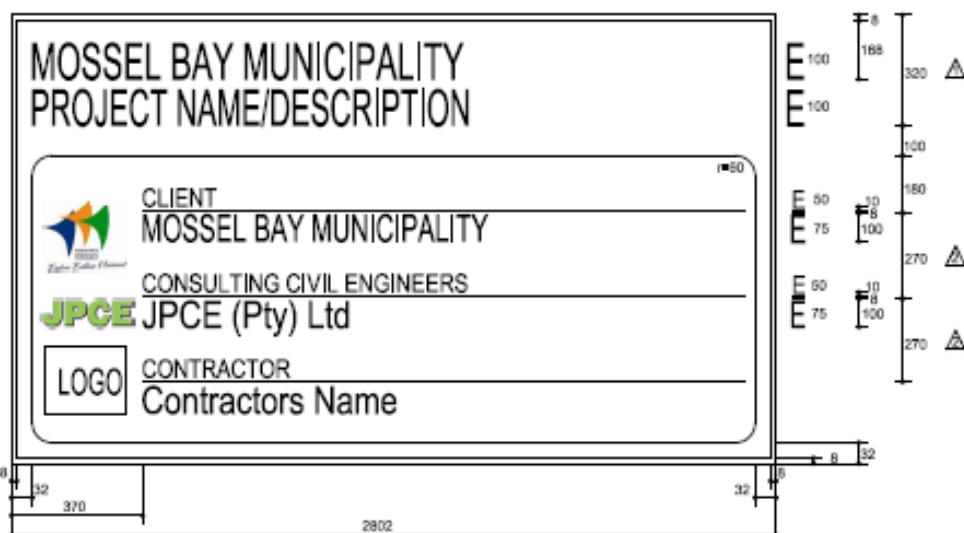
11.6 Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.



STANDARD NOTICE BOARD FOR THE BUILDING PROFESSIONS

CLIENT NAME: MOSSEL BAY MUNICIPALITY

PROJECT NAME/DESCRIPTION: REHABILITATION OF THE BUISPLAAS LANDFILL
BY REMOVAL OF THE WASTE BODY

Client Name: Mossel Bay Municipality

Consulting Engineers Name: JPCE (Pty) Ltd

SPECIFICATION:

- The board shall be made up from a tempered hardboard not less than 12mm thick and shall further be braced on the reverse side to prevent warping and mounted on at least two firmly planted poles.
- Typeface to be used shall be Helvetica Medium.
- Sizes of lettering and dimensions are indicated on the diagram and shall be strictly adhered to.
- Height of the board depends on the number of professional services displayed. Note that all professional services are to be shown.
- Project name and owner shall be white lettering on Middle Blue background. Surrounding border and lines under professional titles shall also be Middle Blue. (Ref. 290 Acrylic Road Sign Paint SABS.)
- Professional titles and company names shall be in black on white background. (Letrasign, self adhesive PVC sign lettering recommended.)
- Professional seals shall be in black and be placed central in space provided as shown on diagram.
- The board shall conform to the diagram subject to rule 3.
 - When project name and owner is in more than two lines; dimension = 472mm
 - When name of consultant or company exceeds one line: dimension = 366mm
 - Bottom of board when name exceeds one line: dimension = 308mm.

CLIENT	MOSSEL BAY MUNICIPALITY	DESIGNED	**	JPCE Specialist Consulting Engineers 60 Buisplaa Street, Buisplaa, 7502 P.O. Box 931, Buisplaa, 7501 Tel: +27 (0) 21 961 0570 Fax: +27 (0) 21 961 0885 e-mail: info@jpce.co.za
PROJECT	REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY	DRAWN	RP	
DWG. TITLE	PROJECT NAMEBOARD	CHECKED	WV	
		DATE	NOVEMBER 2022	
		SCALE	NTS	DRAWING No. ADDENDUM A

MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

C3.5 MANAGEMENT

CONTENTS

- a. PROGRAMMING AND PLANNING
- b. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
- c. MANAGEMENT MEETINGS
- d. DAILY RECORDS
- e. PAYMENT CERTIFICATES
- f. PROOF OF COMPLIANCE WITH THE LAW

1. PROGRAMMING AND PLANNING

A Gantt chart type construction programme shall be submitted to the Engineer, which includes for allowances for wet weather, holidays, manufacture, testing, curing and delivery of materials and adequate float time for unforeseen delays, for Engineer's approval, within the number of days from the Commencement Date as specified in Clause 5.3.2 of Part C1.2, Contract Data.

The programme shall include information on the required production rates for the satisfactory completion, time and resources allocation, as well as giving lead times for ordering of all major items, and shall be updated monthly during the Contract Period.

For the period to be allowed for expected rain days in the construction programme, the Tenderer's attention is drawn to Clause 5.12.2.2 of Part C1.2, Contract Data.

The programme must indicate the order of procedure of all work in a bar chart covering all disciplines and activities of the Contract and the duration of each activity on a daily and weekly time-scale. The whole of the Works shall be grouped into major activities with each activity clearly representing a group of items reflected in the Bill of Quantities. The programme shall clearly indicate the critical path, the inter-dependency of activities, the sequence which the Contractor proposes to construct the Works, production estimates and the value of works, shown on a monthly basis.

The Contractor is to note that an allowance of **10%** contingencies, to be expended as the Engineer may direct, is included in this Contract and the Contractor must allow for this in his programme. Relocation of resources to achieve the completion date should be anticipated during the course of the Contract and shall be allowed for.

During the course of the Contract, whenever a significant change occurs, the Contractor shall submit a revised programme allowing allocation of resources, to the Engineer for approval. The Contractor shall update and submit the programme to the Engineer on a weekly basis.

No adjustment of General Items will be considered for additional work within the 10% contingency amount, except where such additional cannot be accommodated in a revised programme and resources allocation, or where significant disruption of the Works is incurred.

2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003).

The Contractor is referred to the Conditions of Tender and in particular to the Health and Safety Specification in this regard.

3. MANAGEMENT MEETINGS

Site management meetings shall be held fortnightly (every two weeks).

4. DAILY RECORDS

The Contractor shall maintain a digital daily site diary, which shall be submitted to the Engineer on a weekly basis.

5. PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Engineer.

6. PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Engineer, as necessary.



MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

HEALTH AND SAFETY SPECIFICATION

FOR THE

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

VOLUME 4

ISSUED BY:

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Mossel Bay
M U N I C I P A L I T Y
MOSSSEL BAY | HARTENBOS | GREAT BRAK RIVER | HERBERTSDALE

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 Mandatory 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 OHS Act 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 Mandatary" 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/Slinging 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 19	
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.	

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 – flooring	Manual work- small power tool work- awkward positions – sharp objects	Lacerations – eye injury - musculoskeletal strain
Demolition	Structural collapse- impact tools- unidentified services-	Crush-, eye-, skin-, hand and shoulder injuries- severe to death

Annexure 8 – EMERGENCY NUMBERS

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



MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

GIS DATA STANDARDS AND METADATA REQUIREMENTS POLICY

FOR THE

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

VOLUME 5

ISSUED BY:

**THE MUNICIPAL MANAGER
MOSSSEL BAY MUNICIPALITY
P O Box 25
MOSSSEL BAY
6500**

PREPARED BY:

**JPCE (Pty) Ltd
P O BOX 931
BRACKENFELL
7560**



MOSSSEL BAY MUNICIPALITY GIS DATA STANDARDS AND METADATA REQUIREMENTS POLICY

Prepared By: Corporate GIS

1. INTRODUCTION:

The Mossel Bay Municipality's (MBM) GIS system plays a vital role in planning, documenting and decision-making processes within the MBM. To maintain, develop and streamline the GIS of the MBM data, standards need to be developed and implemented. This document addresses these issues by specifying the data requirements from a GIS perspective.

1.1. Background:

The MBM has made use of GIS technology since 2012. As GIS technology developed various directorates have become more reliant on GIS. This has resulted in the need to establish a set of standards that can be issued with tender specifications that have a GIS component or when spatial data is requested from service providers.

1.2. Purpose

The purpose of this policy is to:

- Ensure standardization on the use of GIS with a view of maximizing benefits from investments;
- Provide a process for access to GIS data both internal and external;
- To guarantee compliance to all legislative requirements relating to the handling and dissemination of spatial and related information.

1.3. Application

This policy governs access, use and management of GIS resources. These include personnel, hardware, software, data, procedures, policies and methods, and products related to GIS. All users given access to any municipal GIS resources are expected to have read, understood and comply with this policy.

1.4. Principles

The municipality has an effort to build and maintain a spatial information system to provide more efficient service to its citizens and clients. It is the intent of the MBM to provide access to spatial information as permitted or required by law. It should be noted that the Promotion of Access to Information Act No.2 of 2000 requires the organs of state to make all public records available to the public.

Hence the municipality has concluded that the main objectives governing the adoption and use of GIS should be:

- Increased efficiency and effectiveness in the delivery of the municipal service delivery/customer care centres;
- Improve data and information integration at all municipal departments;
- Centralize GIS data
- Encourage data sharing where ever possible at all levels of government
- Easy, consistent and effective access to geographic information; and
- Promote use of geographic information and tools as widely as possible.

2. PROGRAMMATIC RESPONSIBILITIES

2.1 Software

The MBM utilizes the ESRI software suite, namely ArcGIS Web, Mobile and Desktop solutions. All GIS software shall adhere to the specifications as established by the IT Department. The municipality has adopted the Environmental Science Research institute (ESRI) software as its standard corporate GIS software. ESRI software is OGC (Open Geospatial Consortium) compliant. Software licensing is based on a named user licensing model. A named user can be made available to internal or external users.

2.2. Software Maintenance

To consolidate software inventories and coordinate continuous upgrades, all ESRI GIS software is to be licensed to the IT department under a single customer number. The IT Manager will be responsible for the distribution and assignment of software and licensing.

3. SPATIAL PROJECTS

For any project that contains a spatial component please consult the GIS department **BEFORE** the project commences so that the municipality can assist with setting up the project and therefore ensuring compliance to municipal spatial standards and requirements.

The following legislation is applicable to this Data Standards Document:

- Spatial Data Infrastructure Act 54 of 2003
- SANS 1878/19115: Metadata Standard
- SANS 1880: South African Geospatial Data Dictionary
- SANS 19104 / ISO 19104: Geographic Information – Terminology
- SANS 19999: Managing Geographic Information

4. GIS DATA STANDARDS

4.1. When an empty geodatabase has been provided by the municipality

- Capture all data and relevant fields as specified in the tender specifications
- If any other spatial data (Except for the feature classes provided) is included in the final deliverable this data has to be in a feature dataset
- Data must be captured with the cadastral file used as background reference
- All raster data and symbology layers must be excluded from the geodatabase and provided in a separate folder

4.2. When an application has been provided

When a specific application has been provided ensure detail regarding the time, accuracy and person doing the data capturing is provided

For all Infrastructure capital projects please follow the following link:

<https://mbm-gis.maps.arcgis.com/apps/webappviewer/index.html?id=c5947d5aa12a49d4a76a0d1edacc1a4a>

4.3. When no geodatabase has been provided by the municipality

Vector data

- All vector data must be submitted as Feature Classes (Points, Lines or Polygons) and be provided in a File Geodatabase format.
- Should the data be saved as an ArcGIS Pro project, the .aprx should accompany the various spatial layers. If the data is saved as an ArcMap Project, the .mxd should be provided.
- Where specific symbols have been created a symbol file and/or a layer file should be submitted with the various spatial layers.
- All spatial layers created as part of a project commissioned by the MBM should be submitted with the final deliverable, as this will assist with determining the methodology used and the accuracy of the data. These files should be saved in a separate folder from the final deliverable.

Attribute data

- All field names must be in title case and understandable.
- If the field name is more than one word, underscores must be used e.g. Facility_Name.
- The attribute data text must be in sentence case.
- Metadata explaining the field names and field parameters must be provided

- Metadata explaining the file information must be provided e.g. Created by Author, Credibility, Date Created, Description and Summary.

GPS data

- All GPS coordinates must be provided as degrees, minutes and seconds, or as X and Y coordinates.
- GPS accuracy depends on the application for which the coordinates are being captured. Sub 1-meter accuracy should be the norm when capturing engineering related activities, e.g. the location of water meters or water pipelines. When dealing with land related activities sub 2.5-meter accuracy should be the norm, e.g. the location of a building or an erf.
- All GPS data, must be have an accuracy within 5 meters.

Raster data

- All imagery provided to the MBM that relates to a specific project and that is required electronically must be submitted in Tiff format and should include a title, drawing reference number, name of company, scale, etc.
- All imagery purchased on behalf of the MBM or ordered directly from the various service providers must be georeferenced to the MBM cadastral.
- When purchasing imagery from a service provider, detailed terms of reference must be agreed on. This should include any additional deliverables, such as ground control points (x, y and z values) and the data bundles, in the case of satellite imagery.
- All imagery purchased on behalf of the MBM or as part of a project being undertaken for the MBM must be provided to the institution at no additional cost.
- All imagery provided to the MBM must come with a government multi-license, i.e. all government departments should have access to the imagery at no expense, only a license agreement should need to be signed.

4.4. Data accuracy

Data accuracy is the responsibility of the service provider or vendor. Should the accuracy of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

Metadata on the accuracy of any spatial data must accompany the final deliverable.

4.5. Data quality

Data quality is the responsibility of the service provider or vendor. Should the quality of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

4.6. Projection

All spatial data provided to the MBM must be projected. The following Projected Coordinate System must be used:

Projection: Transverse Mercator
False Easting: 0.000000

False Northing: 0.000000
Central Meridian: 23.000000
Scale Factor: 1.000000
Latitude_Of_Origin: 0.000000
Linear Unit: Meter (1.000000)

Geographic Coordinate System: GCS_Hartebeesthoek_1994
Angular Unit: Degree (0.0174532925199433)
Prime Meridian: Greenwich (0.000000000000000000)
Datum: D_Hartebeesthoek_1994
Spheroid: WGS_1984
Semimajor Axis: 6378137.000000000000000000
Semiminor Axis: 6356752.314245179000000000
Inverse Flattening: 298.257223563
Hartebeesthoek94_Lo23
Authority: Custom

5. METADATA STANDARDS

GIS datasets with adequate documentation are more useful to MBM staff and external stakeholders. Such documentation alerts the potential user of the dataset's quality and limitations, enabling proper use of the dataset beyond the original developer. Documenting GIS datasets is an important responsibility of the GIS unit creating the datasets. Every GIS dataset created and acquired by a GIS user must have an accurate metadata record according to municipal standard. Corporate GIS will maintain an electronic metadata viewer however GIS units are responsible for the update of the database and hardcopy records where necessary. This follows the Spatial Data Infrastructure Act, Act no 54 of 2003.

The following metadata should be provided with any spatial data being provided to the MBM. The metadata should preferably be accessible through ArcCatalog, i.e. XML file; alternatively, a separate word document can be submitted with the spatial data. For more detail on Spatial Metadata refer to SANS:1878 in South Africa.

Core metadata for spatial datasets:

No	Metadata	Explanatory Notes
Identification		
1	Dataset description	A brief summary of the dataset.
2	Purpose of the dataset	The purpose for which the dataset was created
3	Access constraints	Restrictions and legal prerequisites for accessing the data set.
4	Use constraints	Restrictions and legal prerequisites for using the data set after access is granted.
5	Format of dataset	Shapefile, Feature Class, GeoTIFF, etc.
Contact information		
6	Contact name	Contact name of the person responsible for creating the dataset.
7	Organisation	Organisation for whom the responsible person works.
8	Contact no. (Tel)	Telephone number of the responsible person.
9	Contact no. (Fax)	Contact fax number of the responsible person.

10	Contact e-mail	Contact e-mail address of the responsible person.
Citation		
11	Project Title	Name of the dataset.
12	Originator	The name of the organisation or individual that originally developed the data set.
13	Publication date	The date on which the data set was published or otherwise made available for release.
Status		
14	Progress	Complete, in progress, Draft or planned etc.
Spatial reference		
15	Geographic Coordinate System	GCS_Hartebeesthoek_1994
16	Projection	Transverse Mercator
17	Horizontal datum	D_Hartebeesthoek_1994
18	Ellipsoid	WGS_1984
19	Planar distance units	Meters
Data quality		
20	Attribute accuracy	Brief description of the attribute accuracy, e.g. not accurate, as the data needs to be verified/Very accurate/Verified on site.
21	Source information	Where the data was originated, e.g. created for the project or not sure.
Metadata reference		
22	Contact details	Who was responsible for creating the metadata.
23	Organisation	For which organisation does the person who updated the metadata work.
24	Contact details	Contact number of the responsible person.

NOTE:

All spatial data requested by or created for the MBM must be submitted in the format specified above and should include core metadata as per the above table. Should a service provider not be in a position to supply the spatial data to the MBM in the above - mentioned formats, it is his responsibility to obtain the relevant services or software at his own cost. Should a tool or application be developed for the MBM, all the source code is to be provided as part of the final deliverable.

Once the MBM has received a copy of the adopted metadata standards, the above - mentioned metadata requirements are likely to change.

6. LICENSING AGREEMENT

6.1. Acknowledgement of conditions

All GIS users shall abide by the municipality terms and conditions for use of GIS products. To minimize administrative obligations, the municipality will not request any written acceptance of conditions for use of GIS products. However, every user accepting any GIS product will be provide and/or made aware of the municipal license agreement. These will be printed on all data exchange mediums, emails, file transfer protocol and web pages.

6.2. Immunity from Liability

Nothing in this policy shall be construed to conflict with the legislation applicable to the Republic of South Africa. In making GIS data accessible, the Municipality makes no warranty of accuracy. The information contained in the fulfilment of any GIS data or map request is compiled for use by the Mossel Bay Municipality, its employees and consultants. The municipality does not warrant the accuracy of any data, map or application. Any person or entity requesting GIS data should conduct an independent inquiry regarding the accuracy of all information provided. Any inaccuracies shall be reported to the municipality or its agents as stipulated in chapter 23 of the Spatial Information Bill or subsequent legislation. Neither the Municipality nor its employees and representatives shall be liable for the information neither provided nor for any oral representation provided based on said data.

6.3. Copyright

Spatial information products and services originated by the State are protected in terms of the Copyright Act, 1978 (Act 98 of 1978). As the State President is the holder of State copyright, all organs of State enjoy unhindered use of the spatial information products and services of other organs of State, without a need for further permission to copy in terms of that copyright.

The Council or other suppliers assert copyright over all works including computer programs and collections of data supplied to the user as part of the service. All such items are supplied for the personal use of the user only, and only for purposes permitted by applicable law. The data may not be copied or distributed to any other person in any manner or form for reward or any other purpose.

The user undertakes to refrain from any infringement of the Council's copyright to the data and to guarantee that all other persons to whom the User makes available any copyrighted data obtained from the Council for authorized purposes, including partners, employees, clients or professional advisers shall do likewise.

6.4. Indemnity

The Municipality shall not be liable for any loss or damages suffered by the User because of any inaccuracy in the service or data supplied.



MOSSEL BAY MUNICIPALITY

TENDER NO. TDR357/2022/2023

DRAWINGS

FOR THE

REHABILITATION OF THE BUISPLAAS LANDFILL BY REMOVAL OF THE WASTE BODY

VOLUME 6

ISSUED BY:

**THE MUNICIPAL MANAGER
MOSSSEL BAY MUNICIPALITY**
P O Box 25
MOSSSEL BAY
6500

PREPARED BY:

JPCE (Pty) Ltd
P O BOX 931
BRACKENFELL
7560

Buisplaas

Location of waste to be removed

Legend

-  Buisplaas
-  Surface Waste
-  Underground Waste
-  Waste Licence Boundary



Google Earth

Image © 2022 Maxar Technologies

JPCE

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DESIGNED **

DRAWN RP

CHECKED RP

CLIENT

MOSSEL BAY MUNICIPALITY

PROJECT

REHABILITATION OF THE BUISPLAAS LANDFILL
BY REMOVAL OF THE WASTE BODY

DWG TITLE

ESTIMATED LOCATIONS OF WASTE DEPOSITS

DWG NUMBER

A213.01

DATE

NOVEMBER 2022

SCALE

N.T.S.

Buisplaas to Louis Fourie

Proposed Route for Haulage

Legend

- 10km Proposed Gravel Road
- 32km Proposed Paved Route



Google Earth

Image © 2022 Maxar Technologies

Image © 2022 Airbus

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

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DESIGNED **

DRAWN RP

CHECKED RP

CLIENT

MOSSEL BAY MUNICIPALITY

PROJECT

REHABILITATION OF THE BUISPLAAS LANDFILL
BY REMOVAL OF THE WASTE BODY

DWG TITLE

PROPOSED HAULAGE ROUTE FOR WASTE

DWG NUMBER

A213.02

DATE

NOVEMBER 2022

SCALE

N.T.S.