

Mossel Bay Municipality

TENDER 7/2010

CONSTRUCTION OF PERIMETER FENCE ALONG LOUIS FOURIE ROAD, C/O DANA BAY ENTRANCE ROAD

CLOSING DATE: 26 MARCH 2010	CLOSING TIME: 12:00
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NAME OF BIDDER*

ADDRESS*

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TEL NO*

CIDB REGISTRATION NO*

MBM DATABASE REG NO*

TENDER PRICE "A" INCL. VAT R.....

TENDER PRICE "B" INCL VAT* R.....

(* TO BE COMPLETED BY BIDDER)

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SECTION 1.1: INVITATION TO TENDER

CLOSING DATE: 26 MARCH 2010

CLOSING TIME: 12:00

TENDER NO 7/2010: CONSTRUCTION OF PERIMETER FENCE ALONG LOUIS FOURIE ROAD, C/O DANA BAY ENTRANCE ROAD

Tenders are hereby invited from contractors with a CIDB grading of 3SQ, 3GB, or 3CE or higher for the construction of perimeter fence along Louis Fourie road, c/o Dana Bay entrance road.

Tenders must be submitted on the original documents and remain valid for 120 days after the closing date of the tender. Enquiries about the tender and the completion of the documents can be addressed to Mr S de Bruyn at telephone (044) 606-5245.

A set of tender documents can be obtained at a non-refundable cost of R100 per set. Tender documents can only be obtained at the compulsory site meeting, which will take place at **09:00 on Tuesday, 9 March 2010** at the **Dana Bay Robot turn off, Louis Fourie Road, Kwanonqaba, Mossel Bay**. All payments must be done prior to the site meeting and no payment will be accepted at the site meeting.

Documents will only be handed to prospective bidders who produce a receipt for the payment of the tender document. Payments must be made by crossed cheque payable to the Mossel Bay Municipality. Documents that are e-mailed to prospective bidders will be free of charge. Additional sets of tender documents are available at a cost of R50 per set.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box on the Lower Ground floor (seaside) at the Municipality by not later than 12:00 on Friday, 26 March 2010** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

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

The tender box will be emptied just after 12:00 on the closing date where after 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 readvertise 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 prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay by completing the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

**DR M GRATZ
MUNICIPAL MANAGER**

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty days after the tender closure date.

1.2.4 Cost of Tender Documents

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

1.2.5 Registration on Accredited Supplier Database

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

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

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

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

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

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

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

(b) Bids not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, will be disqualified.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a copy of the bidder's registration with the CIDB must be included with the tender. Failure to do so will result in the tender not being successful.

1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

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

1.2.8 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order.

1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance

register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and

- placed in the **tender box on the Lower Ground floor (seaside) at the Municipality by not later than 12:00 on 26 March 2010**

OR

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

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

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

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

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

1.2.17 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

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

1.2.19 Language of Contract

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

1.2.20 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.21 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.22 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.23 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr Shane de Bruyn at telephone (044) 606-.5245 or by e-mail to: sdebruyn@mosselbaymun.co.za

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1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the institution's website. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

4. Standards

4.1 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5. Use of contract documents and information; inspection

5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.

5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations" unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provision of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9 Packing

- 9.1 The provider shall provide such packing of goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture to acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the

- parties, provided that this service shall not relieve the provider of any warrant obligations under this contract; and (e) training or the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
- 14. Spare parts**
- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warrant obligations under the contract; and
 - (b) in the event of termination of production of spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if needed
- 15. Warranty**
- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such

increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Mossel Bay Municipality must be in possession of a valid original income tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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1.4 SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 Time for completion of the works is ten (10) weeks.
- 1.4.2 Penalties for late completion will be R500 per day.
- 1.4.3 Please take note that this contract is covered under the General Conditions of Construction and Civil Works.
- 1.4.4 Successful contractor must produce proof of previous successful completion of similar work before an order will be placed.
- 1.4.5 No inferior or defective workmanship of any trade will be accepted or paid for.
- 1.4.6 Appointed contractor must have an approved safety plan.
- 1.4.7 **ABNORMAL WEATHER:**
The rainfall formula will apply. The applicable weather station will be Mossel Bay Correctional Facilities.

Abnormal Rainfall

The extension of time to be granted for abnormal rainfall shall be calculated by the following formula.

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where

V = Extension of Time in calendar days in respect of the calendar month under construction.

Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more has been recorded.

Rw = Actual total rainfall in mm recorded during the calendar month under consideration.

Nn = Average number of days, derived from rainfall records, on which rainfall of 10,1 mm and more has been recorded during the relevant calendar month as per the data tabulated here.

Rn = Average total rainfall record, as tabulated hereinafter.

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used.

Should V be negative for any particular month and should its absolute value exceed the corresponding value of Nn then V shall be taken as being equal to minus Nn.

The total extension of time to be granted shall be the algebraic sum of all the monthly extensions provided that if this total is negative then the extension of time to be granted for abnormal rainfall shall be taken as zero.

The rainfall records applicable in respect of this Contract are at the George Airport and shall be those for calculating the extension of the Time for Completion on account of abnormal rainfall. The values of Nn and Rn shall be issued at construction commencement.

- 1.4.8 All scaffolding to be erected must be done by a qualified scaffolding erector and a certificate of compliance and safety must be issued to the Municipality before work is started.
- 1.4.9 Ten percent (10%) retention of the value of each progress payment will be held back during the progress of the works and at first delivery five percent (5%) retention will be held back for a period of six (6) months.
- 1.4.10 Final payment will only be made after the building site has been thoroughly cleaned of all building materials and rubble.
- 1.4.11 Contractor must have a fully qualified foreman together with the specifications and drawings on site at all times.
- 1.4.12 Please note that this is a fixed price contract with no escalation costs.
- 1.4.13 The successful bidder should be financially viable and should be able to execute a reasonable amount of work without being dependant on the Client.
- 1.4.14 Contractor is responsible to clear the site and remove all existing fencing and obstructions and remove from site. Contractor must then cut and or fill the ground to obtain a level site in order that the fence runs in a straight horizontal line without to many height deviations.
- 1.4.15 Before an order is placed with the contractor he is to supply samples of the fence that will be chosen by the client.
- 1.4.16 The total length of fencing to be erected in both occasions is: 1,000 lm

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SECTION 2.1: SPECIFICATIONS

2.1.1 PRICE "A" SUPPLY AND ERECT BETA FENCE SECURIFOR 3D OR SIMILAR APPROVED:

2.1.1.1 Posts:

- a) Cast Bekafix or similar approved 100x54x2mm posts 2,600m long into 600x600x600mm class 20 MPa concrete.
- b) Posts to have inserts for fixing fixators and are covered with a plastic cap.
- c) Colour to be confirmed.

2.1.1.2 Panels:

- a) Supply and fix 3,050 x 2,000m panels including serrated comb, panels made out of galvanized wire and PVC coated mesh apertures; 76.2 x 12.7mm.
- b) Each panel to have three bends in the height, wire diameter to be 3.65mm.
- c) Colour to be confirmed.
- d) Fencing must be erected and installed according to manufacturers design and specification and all necessary fittings and accessories.

2.1.2 PRICE "B" SUPPLY AND INSTALL TYPE 358 DUBLO BETA FENCE OR EQUAL APPROVED:

2.1.2.1 Posts:

- a) Cast 2,600m long 70 x 70 x 6mm hot dipped galvanized angle iron posts in 600x600x600mm 20 MPa concrete bases.
- b) Posts must be pre drilled for fixing panel, including 70x6mm flatiron sections, pre drilled holes for fixing mesh to posts, using M8x40mm stainless steel countersunk flush block bolts.

2.1.2.2 Top rail:

- a) Top rails to be 2,996m x 40x40x3mm hot dipped angle iron, predrilled holes for fixing rails to posts and for fixing top section of mesh to rails.
- b) Top rail to be fitted with 32x2mm serrated comb, fillet welded for 10mm at every 100mm centres, including bolts; nuts to be sheared.
- c) Washers M8x30mm stainless steel to be fixed to rails and posts with M8x40mm stainless steel cup square bolts to fix the top section of the mesh to the rail.

2.1.2.3 Bottom rail - As for top rail.

2.1.2.4 Panels:

- a) Supply and fit heavy, high security welded panel fence with rectangular mesh 358 Dublo or equal approved Single skin.
- b) Panels must have twin line wires, inner aperture; 76.2x12.7mm, wire diameter 4mm.
- c) Horizontal width of panels to be 3,050 x 2,000m high.
- d) Panels and posts to be coated, Zincalu
- e) Fencing must be erected and installed in accordance to manufacturers design and specification together with all necessary fittings and accessories.

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2.2. PRICE SCHEDULE:

Contractor to supply a rate per running meter which must include all necessary clearing and ground works for each of the fencing.

Rate per meter fence type "A" R.....

Rate per meter fence type "B" R.....

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

TENDER NO: 7 OF 2010	
CLOSING DATE: 26 MARCH 2010	CLOSING TIME: 12:00

DESCRIPTION: CONSTRUCTION OF PERIMETER FENCE ALONG LOUIS FOURIE ROAD, C/O DANA BAY ENTRANCE ROAD

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

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

or

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

Please note:

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

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

MUNICIPAL SUPPLIER DATABASE REGISTRATION NO:

NAME OF BIDDER:

POSTAL ADDRESS:

.....

STREET ADDRESS :

.....
TELEPHONE: AREA CODE: NUMBER.....

FACSIMILE: AREA CODE: NUMBER.....

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a valid original tax clearance certificate been submitted YES / NO

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Is a CIDB certificate enclosed? YES / NO / NOT APPLICABLE

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you? YES / NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

TOTAL BID PRICE:

TOTAL BID PRICE IN WORDS:

DELIVERY BASIS:

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

BANK DETAILS (IF APPLICABLE):

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

SECTION 4.1 MBD4: DECLARATION OF INTEREST

1. Any legal person or persons having a relationship with persons employed by the State (see definition below), 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 a person or persons having such a kinship with persons employed by the State, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where -

- the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and person who are involved with the evaluation and or adjudication of the bid.

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

2.1 Are you or any person connected with the bidder, employed by the State? YES/NO

2.1.1 If so, please state particulars:

.....
.....

2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.2.1 If so, please state particulars:

.....
.....

2.3 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.3.1 If so, please state particulars:

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

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of Bidder

* DEFINITION

“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;

SECTION 4.2 MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

This form contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB. BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

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 R500 000; and
 - the 90/10 system for requirements with a Rand value above R500 000.
- 1.2 The estimated value of this bid is estimated to exceed R500 000, including VAT, and therefore the (90/10) system shall be applicable. Should the highest bid be less than R500 000, including VAT, the tender will be cancelled in terms of Section 10 of the Preferential Procurement Regulations, 2001, and the tender reissued if deemed necessary.
- 1.3 Preference points for this bid shall be awarded for:
- a) Price; and
 - b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid will be allocated as follows:

CATEGORY	POINTS 90/10
1.3.1.1 PRICE	90
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
Historically Disadvantaged Individuals	4
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions (Maximum 4 points (90/10 system)) (See 2.10 below for HDI definition)	
(ii) who is a female	1
(iii) who has a disability	1
1.3.1.3 OTHER SPECIFIC GOALS	
Promotion of local enterprise (Maximum 4 points)	
- Mossel Bay-based (Maximum 4 points)	4
- Rest of Eden District Municipality Area (Maximum 2 points)	2
- Western Cape (Maximum 1 point)	1
TOTAL POINTS	100

(* Maximum points for price will be awarded for the lowest price, and the points of other bidders be calculated according to the formula in Paragraph 5.)

Separate Preference Points Claim Forms (see enclosed) must be completed for the promotion of the specific goals for which points have been claimed above

1.4 **Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.**

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

2. GENERAL DEFINITIONS

2.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 "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, works or services.

2.3 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 "Contract" means the agreement that results from the acceptance of a bid by an organ of State.

2.6 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to abovementioned goals, the Regulations (12.(1)) also make provision for organs of State to give particular consideration to procuring locally manufacture products.

2.7 "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 "Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 "Historically Disadvantaged Individual (HDI)" means a South African citizen

1. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983)

of the Constitution of the Republic of South Africa, 1993, (Act No. 200 of 1993) (“the interim Constitution); and/or

2. who is a female; and/or
3. who has a disability;

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 “Owned” means having all the customary elements of ownership, including the right of decision making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 “Person” includes reference to a juristic person.
- 2.14 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 “Small, Medium and Micro Enterprises (SMME’s) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 “Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 “Trust” means the arrangement through which the property of one person is made over to bequeath to a trustee to administer such property for the benefit of another person.
- 2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDI’s, or in the case of a company, the percentage shares that are owned by individuals classified as HDI’s, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 Although the contract will generally be awarded to the bidder scoring the highest number of points the Municipality reserves the right to award the contract at its sole discretion to any other bidder.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 90/10 PREFERENCE SYSTEMS

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

$$\text{Price} = 90 (1 - ((\text{Pt} - \text{P}_{\text{min}}) / \text{P}_{\text{min}}))$$

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

- 6.1 In terms of Regulation 13(2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13(5)(x):

$$\text{NEP} = \text{NOP} (\text{EP} / 100)$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Public companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION:

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8

Please note: Failure to complete the table below will result in no points being allocated to you.

OWNERSHIP	PERCENTAGE OWNED	POINTS CLAIMED
8.1 Equity ownership by HDI's		
8.2 Equity ownership by women		
8.3 Equity ownership by disabled persons*		

(If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)*

.....

9. DECLARATION WITH REGARD TO EQUITY:

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number.....

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close Corporation
- Company
- (Pty) Limited

(Mark where applicable)

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, eg. transporter, etc.
- (Mark where applicable)

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? years

9.8 SHAREHOLDERS

List all Shareholders by name, position, identity number citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8 (attach on separate sheet if space is insufficient).

Name	Position	ID No	Date RSA Citizenship obtained	HDI Status			% Ownership
				# YES / NO			
				1	2	3	

Name	Position	ID No	Date RSA Citizenship obtained	HDI Status			% Ownership
				#	YES	NO	

Indicate YES or NO.
1 = No franchise prior to 1983 /1994 Constitutions; 2 = Women; 3 = Disabled

9.9 CONSORTIUM / JOINT VENTURE

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/We, the undersigned, who warrant(s) that he/she/she is/are duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have:
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct, and
 - (b) 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.

SIGNATURE OF BIDDER(S).....

ADDRESS:

DATE:

WITNESSES

1.

2.

**MBD PDS
MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS**

(To be completed in conjunction with MBD 6.1 if disability status is claimed)

I, _____ (*surname and name*), Identity number, _____ do hereby declare that I am a registered medical practitioner, with my practice number being _____, practising at _____ (*physical address*) declare that I have examined Mr/Ms _____, identity number _____ and have found said person to be permanently disabled or having a recurring disability.

“Disability means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being”. – as per Preferential Procurement Policy Framework Act, No 5 of 2000.

The nature of this disability is as follows”

Thus signed at _____ on this _____ day of _____ 20____

Signature

Date



OFFICIAL STAMP OF MEDICAL PRACTITIONER

SECTION 4.3: MBD 6.11 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA

NB. BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Mossel Bay Municipal area. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the local economy by procuring from enterprises located within the borders of the Mossel Bay Municipal area.

Points will be allocated on the following scale:

Promotion of local enterprise (Maximum 4 points (90/10))	POINTS 90/10
- Mossel Bay-based (Maximum 4 points (90/10))	4
- Rest of Eden District Municipality Area (Maximum 2 points (90/10))	2
- Western Cape (Maximum 1 points (90/10))	1

3. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

4. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for local enterprises is/are claimed. Yes / No

5. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise:

Physical: Postal:
.....
.....
.....

Telephone: Fax:

Municipal Account No: Stand No:

Address of Head Office:

Physical: Postal:
.....
.....
.....

Telephone: Fax:

Municipal Account No: Stand No:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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.

WITNESSES:

1.

2.

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

DATE:

SECTION 4.4 MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 5: DECLARATION

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

- Invitation to Tender
- Tender Conditions and Information
- General Conditions of Contract
- Special Conditions of Contract
- Specification(s)
- Price schedule(s)
- Bid for Requirements of the Mossel Bay Municipality (Form MBD1)
- Declaration of Interest (Form MBD4)
- Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001 (Forms MBD6.1 and MBD6.11)
- Declaration of Bidder's Past Supply Chain Management Practices (Form MBD8)
- Contract Form
- Any other sections that might be added to form part of this document.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the Municipality of Mossel Bay in accordance with the requirements and specifications stipulated in Tender 9/2010 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents, if included, shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tender conditions and information
 - Special Conditions of Contract
 - Tax clearance certificate
 - Municipal account
 - Technical Specification(s)
 - Pricing schedule(s)
 - Declaration of Interest (Form MBD4)
 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001 (Forms MBD6.1 and MBD6.11);
 - (ii) General Conditions of Contract; and
 - (iii) MBD8: Declaration of Bidder's Past Supply Chain Management Practices
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
3.
DATE:	

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

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


ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S	POINTS CLAIMED FOR RDP GOALS

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

SIGNED ATON..... (Date)

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP 

WITNESSES
 1.
 2.
 DATE

SECTION 7

ADDENDUM 1: SAFETY SPECIFICATION FOR PRINCIPAL CONTRACTORS (for works where Mossel Bay Municipality appoints the contractor as the principal contractor for construction work)

1. GENERAL

1.1 Application

This Safety Specification applies to all contractors who carry out work at MOSSEL BAY Municipality's premises, where the contractor is appointed principal contractor under the Occupational Health and Safety Act 85 Of 1993.

1.2 Definitions

In this Safety Specification:

- 1.2.1 Competent person has the meaning given in the Construction regulations GNR 1010 of 18 July 2003.
- 1.2.2 Contractor means a person, corporation or other entity that carries out work for MOSSEL BAY MUNICIPALITY.
- 1.2.3 Employee includes a person engaged by the Contractor as a sub-contractor and a person employed or engaged by a sub-contractor.
- 1.2.4 OHS Act means the Occupational Health and Safety Act 85 of 1993.
- 1.2.5 OHS Regulation means the Occupational Health and Safety Regulation promulgated under the Occupational Health and Safety Act 85 of 1993.
- 1.2.6 Work Cover means the cover under the Compensation for Injuries and Diseases Act 130 of 1993.

1.3 Comply with laws

- 1.3.1 The Contractor must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.

2 WORKING AT MOSSEL BAY MUNICIPALITY'S PREMISES

2.1 Hazard identification and risk assessment

Before carrying out any work at MOSSEL BAY Municipality's premises the Contractor must, in consultation with MOSSEL BAY MUNICIPALITY:

- 2.1.1 identify any foreseeable hazard associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person,
- 2.1.2 assess the risk of harm to the health or safety of any person arising from any hazard identified, and
- 2.1.3 eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.

2.2 Review of risk assessments and control measures

The Contractor must review a risk assessment, and any measures adopted to control the risk, whenever:

- 2.2.1 there is evidence that the risk assessment is no longer valid, or
- 2.2.2 injury or illness results from exposure to a hazard to which the risk assessment relates, or
- 2.2.3 a significant change is proposed in the place of work, the scope of work or in work practices or procedures to which the risk assessment relates.

2.3 Competence of employees

The Contractor must ensure that each employee:

- 2.3.1 has the necessary skills, knowledge, qualifications, training, competence and experience, and
- 2.3.2 has appropriate verbal and written language skills and the necessary literacy, to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 Of 1993 and the OHS Regulations.

2.4 Supervision of employees

- 2.4.1 The Contractor must ensure that the Contractor's employees are adequately supervised by a competent person while carrying out work at MOSSEL BAY Municipality's premises.

2.5 **Personal protective equipment**

The Contractor must ensure that each person carrying out work at or visiting MOSSEL BAY Municipality's premises:

2.5.1 Is provided with, and wears at all times, all necessary and appropriate personal protective equipment including if required:

- (a) head protection (safety helmet),
- (b) protective footwear (lace-up with steel toe protector),
- (c) hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
- (d) eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
- (e) respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
- (f) hand protection (including safety gloves),
- (g) wet weather clothing and footwear,
- (h) sun protection cream when exposed to excessive sun,
- (i) high visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.
- (j) Is informed of any limitations of the equipment, and
- (j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

2.6 **Contractor's plant**

The Contractor must:

2.6.1 Comply with, and ensure that all plant complies with, the requirements of the applicable OHS Regulations, including in particular the requirements of:

- (a) Design, manufacture and registration of plant,
- (b) Supply of plant, and
- (c) Working with plant,

2.6.2 Ensure that all hazards arising from the installation, commissioning, erection and use of plant, and the systems of work associated with plant, are identified and the consequent risks assessed and eliminated or controlled,

2.6.3 Ensure that all plant is properly inspected, maintained, repaired and cleaned by a competent person in accordance with the requirements of the OHS Regulation and manufacturers' procedures, specifications or instructions, ensure that each employee who will be operating plant:

- (a) holds any licence or certificate necessary to operate the plant, and
- (b) has been provided with adequate information and training in the inspection, use, operation, maintenance and care of the plant.

2.7 **Certification of employees**

The Contractor must ensure that:

2.7.1 each employee who will be carrying out scheduled work under the Construction regulations holds a recognised qualification or a certificate of competency issued by an approved training authority

2.7.2 each employee who will be carrying out formwork and scaffolding or who will be operating or using explosive-powered tools holds a certificate of competency.

2.8 **Contractor's permits – Asbestos Removal.**

Definitions

In this clause:

2.8.1 **demolition work, friable asbestos removal work and permit** have the meanings given in the Construction Regulations and the Asbestos Regulations.

2.8.2 **Asbestos removal Method Statement**

Before carrying out any demolition work or friable asbestos removal work the Contractor must provide to MOSSEL BAY MUNICIPALITY a satisfactory method statement how that work will be carried out which will be approved prior to commencement.

2.9 **Signs**

2.9.1 The Contractor must place or erect signs stating the Contractor's name and contact telephone numbers (including an after-hours emergency telephone number) on each construction site for which the Contractor is appointed principal contractor. The signs must be clearly visible from outside the site.

3. CONSTRUCTION WORK

3.1 Project Safety Management Plan

3.1.1 The Principal Contractor must ensure that where construction work carried out under the requirements of the Construction Regulations, a Project Safety Management Plan (PSMP) is prepared. The Contractor must ensure that a copy of the PSMP is provided to MOSSEL BAY MUNICIPALITY for review and comment before work commences.

3.2 Site-specific Safety Management Plan

The Contractor must ensure that a Site-specific Safety Management Plan (SSMP) is prepared for each place of work at which construction work is to be carried out. In particular, the Contractor must ensure that:

3.2.1 the SSMP is prepared in accordance with the OHS Act 85 of 1993 and OHS Regulations

3.2.2 a copy of the SSMP is provided to MOSSEL BAY MUNICIPALITY for review and comment before work in relation to which the Contractor has been appointed principal contractor commences,

3.2.3 the SSMP is maintained and kept up to date during the course of the work in relation to which the Contractor has been appointed principal contractor, and

3.2.4 a copy of the SSMP is kept at the construction site and is made available for inspection by any person working at or about to commence working at the site, an employee member of an OHS committee, an OHS representative, a person elected by the persons employed at the site to represent a group of employees on health and safety matters or (if the employees agree) an appropriate representative of an industrial organisation of employees.

3.3 Safe work method statements

3.3.1 The Contractor must ensure that safe work method statements (whether prepared by the Contractor or its sub-contractors) are prepared in accordance with the Construction Regulations in order to manage high risk activities and signed by the Contractor.

3.4 Sub-contractors

The Contractor must ensure that:

3.4.1 a copy of the Contractor's PSMP or SSMP is provided to each sub-contractor before the sub-contractor commences work at the construction site,

3.4.2 if any change is made to either the PSMP or a SSMP, a copy of any part of either plan that has been changed and that is relevant to a sub-contractor is provided to the sub-contractor as soon as practicable after the change is made,

3.4.3 each sub-contractor, before commencing work at the site, provides the Contractor with a written safe work method statement for the work to be carried out by the sub-contractor,

3.4.4 each sub-contractor is directed to comply with:

(a) the safe work method statement that the sub-contractor has provided, and

(b) the requirements of the OHS Act and the OHS Regulation,

3.4.5 the sub-contractor's activities are monitored to the extent necessary to determine whether the sub-contractor is complying with:

(a) the safe work method statement, and

(b) the requirements of the OHS Act and the OHS Regulation, and

3.4.6 if the sub-contractor is not so complying, the sub-contractor is directed to take action immediately to comply with the safe work method statement or the requirements of the OHS Act and the OHS Regulation, or both, and

3.4.7 if a risk to the health or safety of a person arises because of the non-compliance, the sub-contractor is directed to stop work immediately and not to resume work until the safe work method statement or those requirements, or both, are complied with, unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the sub-contractor must be directed to stop work as soon as it is safe to do so.

3.5 Training

3.5.1 Before the Contractor commences carrying out construction work at MOSSEL BAY MUNICIPALITY's premises the Contractor must ensure that each person who will be carrying out construction work has been inducted by the contractor the a record thereof to be recorded in a register as proof.

3.5.2 Provision of further OHS induction training

The Contractor must:

(a) identify any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site, and

(b) if any such change is identified, ensure that each person carrying out work at the site undergoes such work activity based health and safety induction training or site-specific health and safety induction training as is necessary to enable the person to carry out that work safely despite the change.

3.5.3 **Visitors**

The Contractor must ensure:

(a) that each visitor is provided with all information, instruction, training and personal protective equipment necessary to ensure the visitor's health and safety while at the site.

3.6 **Safety briefings ('Toolbox Talks')**

The Contractor must:

3.6.1 conduct safety briefings ('Toolbox Talks' or pre-work briefings) daily or before the commencement of each shift to discuss the work and deal with problems to be addressed by persons working at the construction site (including hazards associated with the site and the work to be carried out and existing and proposed measures or procedures to control any reasonably foreseeable risk to the health or safety of any person),

3.6.2 conduct a safety briefing whenever the Contractor identifies any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site,

3.6.3 ensure that each person working at the construction site attends any safety briefing, and

3.6.4 keep a record of each safety briefing including:

(a) the date, time and location of the safety briefing,

(b) the specific topics and issues discussed, and

(c) the names and signatures of the attendees.

3.7 **Site access**

3.7.1 The Contractor must ensure that vehicular and pedestrian access to and exit from the construction site is strictly controlled in accordance with appropriate procedures. In particular, the Contractor must ensure that procedures to control and prevent unauthorised entry to the site require:

(a) all employees and visitors to sign a visitors' book on entering the site,

(b) all visitors to be accompanied at all times by a person who has been provided with OHS induction training.

3.8 **Hazardous substances and dangerous goods**

3.8.1 The Contractor must ensure that a register containing details of all hazardous substances and dangerous goods being used, stored or handled at each place of work at which work in relation to which the Contractor has been appointed principal contractor is carried out is kept and maintained at the place of work while work is being carried out.

3.8.2 The disposal of any hazardous substances by contractors must be carried out according regulatory requirements. Proof of the safe disposal of substances needs to be submitted by the contractor upon request by any interested and effected parties.

3.9 **Audits and reviews**

3.9.1 The Contractor acknowledges and agrees that MOSSEL BAY MUNICIPALITY, may carry out periodic or occasional audits, inspections and reviews of the Contractor's and the Contractor's sub-contractors' safety management systems, plans, practices and performance, using audit and review frameworks established by the client or agent.

3.9.2 The Contractor will be required to submit a corrective action plan to MOSSEL BAY MUNICIPALITY on any non conformity detected during an audit in writing within 5 days.

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SECTION 7

ADDENDUM 2: CONTRACTOR 37 (2) AGREEMENT

CONTRACTOR 37 (2) AGREEMENT

MEMORANDUM OF AGREEMENT

Entered into by and between

(hereinafter referred to as "the Company")
of the one part

and

(hereinafter referred to as "the Contractor")
of the other part

WHEREAS the Company manages Construction, Installation and Maintenance work on equipment and other infrastructure belonging to the company

AND WHEREAS the Contractor has agreed to carry out the physical execution of such types of Construction, Installation and / or Maintenance work as agreed between the Company and the Contractor from time to time.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

The Contractor undertakes to provide the labour, transport, machinery, instruments and material to carry out the Construction, Installation and / or Maintenance work, subject to the following terms and conditions:

1. DEFINITIONS

For the purpose of this Agreement, and Annexure A attached hereto, unless the context clearly indicates the contrary, the following words and expressions shall have the meaning hereby assigned to them:

1.1 "This Agreement" means this Agreement entered into between the parties and Annexure A hereto.

1.2 "The Company" means Mossel Bay Municipality.

1.3 "The Contractor" means _____

1.4 "Due Date / Time" shall mean the date and time when the work should be completed in terms of the service levels agreed on between the Company and the Contractor.

1.5 "Effective Date" means the date on which this agreement comes into effect, which shall be the date of signing.

1.6 "Equipment" means all types of installed equipment (regardless of make, brand or age) installed in, on or upon the Sites.

1.7 "Clients" means the specific Client by which the Company is contracted to manage Construction, Installation and/or Maintenance work on their behalf.

1.8 "Site/s" means any location where the Client Concerned have equipment or infrastructure installed.

1.9 "Operation Procedures" means the procedures contained in Annexure A hereto which the Contractor is obliged to follow when performing work on behalf of the company

2. COMMENCEMENT AND DURATION

- 2.1 Notwithstanding the date of signature of this agreement, this agreement shall commence on the Effective Date and shall, subject to a breach of any of the provisions hereof, continue in force for a 12 (twelve) month period, subject to the right of either party to terminate this agreement on no less than 30 (thirty) days written notice to the other party, provided that:
- 2.2 The duration of the contract may be extended for such a period of time as mutually agreed by the Company and the Contractor. Such extension will be noted in a formal letter from the company, signed for acceptance by the Contractor.
- 2.3 No contractor may start work without written authorisation of the company

3. OBLIGATIONS OF THE CONTRACTOR

- 3.1 The work undertaken in terms of this Agreement by the Contractor will be carried out in conformity with all the necessary specifications and requirements prescribed by the Company and the Clients Concerned from time to time in respect of Health, Safety, Environmental (HSE) and Technical standards and in strict compliance with:
 - 3.1.1 all and/or any current Statutory Act/s of Parliament of the Government of the Republic of South Africa and any Regulations promulgated under any such Act.
 - 3.1.2 all and/or any existing or new Municipal or Local or Statutory Authority laws, Bye-laws, regulations and or Notices and Proclamations; and
 - 3.1.3 all and/or any current requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations.
 - 3.1.4 The Occupational Health and Safety Act 85 of 1993 and OHS Regulations
 - 3.1.5 The Compensation for Occupational Injuries and Diseases Act (130 of 1993), be registered with the Compensation Commissioner and have a letter of good standing
 - 3.1.6 The Wiring regulation or Bye-Laws of the particular Municipality, Local and-or Statutory Authority prevailing in the area where any Site is situated and/or work carried out, or in the absence of such Laws, Bye Laws or Regulations, the Wiring Regulations as sanctioned by the SABS shall apply as the standard.
- 3.2 The Contractor undertakes that while its employees or agents are engaged in the carrying out of construction/installation/repair and/or maintenance work at any of the Sites, they will carry out their duties in such a way as to minimize any interference caused to the operations at the Sites.
- 3.3 The Contractor shall at the request of the Company remove from the sites any employee, agent and/or servant who, in the reasonable opinion of the Company constitutes a threat to the safe operation of the Site, and this shall not in any way affect the Contractor's obligations under this Agreement.
- 3.4 The Contractor undertakes to pay all its employees at least minimum wages and to comply with all conditions of employment laid down by law including registration in terms of the Workman's Compensation Act, Unemployment Insurance.
- 3.5 The Contractor shall preserve all manufacturer and supplier warranties and guarantees by complying with all pre-conditions relating to the installation, service and maintenance laid down by the manufacturers and suppliers of such equipment and shall, as far as reasonably possible, ensure that such manufacturers and suppliers honor their warranties and guarantees.
- 3.6 Where the Contractor fails to carry out any work within the specified period, the Company shall have the right to recover from the Contractor reasonable charges raised by a third party contracted by the Company to effect the work, provided that the Company's shall before instructing such third party warn the Contractor that, in view of its failure to effect the service, a third party is to be instructed to do so unless the Contractor effects the service within a reasonable stipulated period.
- 3.7 It is noted that in terms of the OHS Act, contractors and their employees are not permitted to work under hazardous conditions or on equipment that is unsafe. Except where there is a contractual obligation to render the situation or equipment safe, contract employees will not be required or permitted to work in such situations. Delays and stoppages due to health and safety legal non adherences are the full responsibility of the contractor.
- 3.8 The Contractor will ensure that its personnel are properly and correctly trained and equipped with the appropriate tools, safety clothing and safety equipment and that they carry adequate and correct stock levels of spares and materials to be able to carry out the work safely and without unnecessary interruptions on the Site.
- 3.9 The contractor will carry a minimum guarantee of 12 months on all materials used and on all workmanship. In certain cases longer guarantees will be required as specific in enquiry documentation.

ANNEXURE A
HEALTH, SAFETY AND ENVIRONMENTAL (HSE) RULES

1. INTRODUCTION

Work on buildings and roofs can pose the normal dangers associated with work performed at elevated heights, including the dangers of workman falling from these heights and the dangers to other workers and the general public associated with falling objects.

- 1.1 Contractor's employees should also be made aware that safety is not only the responsibility of the employer, but that the OHSAct specifically makes provision for the responsibilities of employees. These responsibilities must be clearly understood by all Contractors' employees.
- 1.2 It is agreed and understood that the nature of the work may be such that a precise work specification is not always possible or practical. Notwithstanding the aforesaid circumstances all work shall be carried out in accordance with the best industry engineering practices and in accordance with the directions and to the satisfaction of the Company. Work of a construction nature will conform to the requirements of the Construction Regulations and the contractor must provide evidence of the requirements prior to commencement of the contract.
- 1.3 The Contractor shall inform the Company of any hazardous situations that may arise from the work being performed.
- 1.4 Potential HSE risks associated with work includes but is not limited to those listed in the table below:

HAZARD	TYPICAL CAUSE	REASON	PRECAUTIONS
Fire/Explosion	Gasoline, Kerosene, LPG Diesel Oil	Products with low flash point cause explosive / flammable vapours	No smoking, open fires, machinery to cause sparks, except in demarcated areas
Asbestosis	Prolonged exposure and inhalation of asbestos fibres	Scarring of lung tissue from asbestos fibre inhalation	Wear approved breathing masks when working with asbestos products
Slippery Surfaces	Slippery Walk Ways & Stairways	Oil on slippery surfaces (Metal Walkways)	Wear safety shoes with correct soles
Soil, Pollution, Potential Fire Hazard	Damage to product lines, tanks: Spills	Accidental release of product from pipelines, tanks etc.	Extreme care when excavating/manoeuvring machinery close to lines or tanks. Disconnecting pipelines
Electrocution	Live High Voltage Cables/Switchgear	Accidental contact with live equipment causes serious burns or death	Extreme care when excavating, avoid unauthorised entry into substations, or tampering with cables: lock out systems
Poisoning	Toxic vapours in confined spaces	Inhalation of toxic vapours	Wear self-contained breathing apparatus, avoid unauthorised entry into confined spaces, ensure proper ventilation
Asphyxiation	Excess nitrogen or carbon dioxide	Lack of oxygen	Ventilate and refresh atmosphere (if oxygen level is below 19.5% wear breathing apparatus).
Vehicle Accidents	Collision	Vehicle driven without the necessary caution	Drive according to rules, taking into account site conditions, weather and visibility..

HAZARD	TYPICAL CAUSE	REASON	PRECAUTIONS
Falling from high equipment	Working in an elevated position	Not wearing a safety harness	Wear a safety harness
Crushing (broken limbs)	Disturbing stacked drums/pallets	Destabilising heavy containers causes uncontrolled movement	Avoid storage areas. Identify unsafe stacking.
Amputation of limbs (hands and fingers)	Contact with high speed rotating machinery	Rotating members grab hold of clothing, limbs, etc.	Lock-out rotating machinery before working on it.
Head injury	Objects falling from overhead	Accidental release of object	Wear hard hat on construction site, including visitors. Erect safety nets.
Damage to hearing	Noise from machines	Noise levels above 85 dBA for extended periods	Wear hearing protection in demarcated areas, or next to noisy machines
Leg & Ankle Injuries	Objects in walkways, drains, trenches & pits	Stumbling over objects or falling into unprotected pits and drains	Clean up rubble, avoid pits and drains

2. GUIDANCE IN CASES OF UNCERTAINTY

- 2.1 If any uncertainty regarding the safety of site working conditions should arise, The company responsible person must be contacted immediately for guidance.

3. APPOINTMENT OF RESPONSIBLE PERSON

- 3.1 The Contractor's Responsible Person shall at all times have his / her written appointment as well as a copy of these rules close at hand whilst on the work site and shall be fully familiar with the requirements thereof.
- 3.2 The Contractor will allow the company to examine the appointment letter of the Responsible Person during site inspections.
- 3.3 The Contractor will allow the Company to test the knowledge of the Contractor's personnel, including that of the Responsible Person, regarding these rules during site inspections.

4. DEMARCATION OF WORK AREAS

- 4.1 Work areas that pose a potential danger to people and public, must be visibly or structurally cordoned off with barriers, fencing hazard tape or rope. The method used must be suitable for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes.
- 4.2 The barriers, fencing, hazard tape or rope must be neat and clearly visible.
- 4.3 Temporary lighting or effective reflectors shall be implemented if the danger exists that barriers become ineffective during the dark.
- 4.4 Clearly visible Safety Signs shall be installed by the contractor to alert third parties entering the work area of the dangers / hazards that exists in such a work area. These signs shall comply with SABS standards and shall be appropriate for the type of work performed in the work area.

5 CONDUCT OF CONTRACTOR'S PERSONNEL

- 5.1 The Contractor shall instruct its employees to comply with the following:
- 5.1.1 Contractor's employees shall be alert and well rested before starting a new shift. Exhaustion can dull the senses and can lead to unnecessary errors and accidents.
- 5.1.2 No one shall enter any part of the Company's premises, including the work site, other than for the purpose of carrying out the work specified for the project.
- 5.1.3 A Contractor may not commence with work on a site, before their presence has been notified to the person in charge of the site.
- 5.1.4 All Contractor personnel needing access must be issued by the Contractor with a suitable form of identification.

- 5.1.5 Smoking in buildings and in hazardous areas is strictly forbidden, except in the authorised smoking or other designated areas. Anybody found smoking outside the designated smoking rooms or designated areas may be immediately removed from the premises.
- 5.1.6 No fire or naked light, matches, cigarette lighters or any other apparatus which can cause ignition, shall be taken into a hazardous area, unless covered by a hot work permit.
- 5.1.7 Personal protective equipment shall be used and worn in accordance with the safety regulations.
- 5.1.8 Horseplay, fooling around, skylarking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be maintained at all times.
- 5.1.9 Running up and down stairs shall not be allowed
- 5.1.10 Workers shall be trained to refuse using defective or unsafe equipment.
- 5.1.11 Stacked items shall be stable at all times
- 5.1.12 Workers shall not clean dust from overalls or skin with compress
- 5.1.13 Access to and from the work area, must only be via recognised roads or access ways, and not over fences.
- 5.1.14 Every contract employee must be familiar with the meaning of and obey safety signs / symbols.
- 5.2 Maintenance work on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel.
 - 5.2.1 The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts.
 - 5.2.2 The isolation switch to such equipment shall preferably be locked during the time of the maintenance work and the key to such a lock shall be carried by the person performing the maintenance work.
 - 5.2.3 If it is not possible to lock the isolation switch, the person performing the maintenance work shall secure a clear "Man At Work" sign onto the isolation switch or onto the door or cover that covers such isolation switch.
 - 5.2.4 The person performing such maintenance work shall before commencing any physical work on non-insulated component parts; ensure that there is no electrical power present at such parts, by performing a test using a reliable instrument.
 - 5.2.5 When new circuits are installed, the isolation switches and / or circuit breakers for such circuits shall be properly marked in accordance with good electrical reticulation practice and certificates of electrical compliance shall be issued to the Company.
 - 5.2.6 After completion of the maintenance work and before switching on the isolation switch for testing purposes, the person performing such work shall ensure that all electrical connections are tightly bolted or screwed to their counterparts, that the circuitry is correctly wired and that no short circuits exist.
 - 5.2.7 No unqualified or unauthorized person shall be allowed in close proximity to equipment with exposed uninsulated electrical component parts, while electrical tests are being performed. The person conducting such tests shall ensure that the test instruments used are reliable and safe and shall take extra care to prevent accidental contact with live electrical component parts.
 - 5.2.8 On completion of the work, all protective covers shall be properly secured and all protective doors locked.
- 5.3 Contractor's employees must obey the cordoned areas and safety signs erected by other contractors.
- 5.4 Certain facilities may be equipped with electrified security fences. These fences should be considered live at all times when working next to them.
- 5.5 It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be kept tidy at all times, escape and other access ways kept clear, safety and fire fighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up. Contractors may only use the toilet facilities provided.
- 5.6 Refuse, especially flammable material (waste rags, waste paper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided.
 - 5.6.1 The Contractor's specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of on a daily basis in the appropriate manner.
- 5.7 The dumping of litter in storm water and sewer systems is prohibited.
 - 5.7.1 The removal and disposal of asbestos contained material has to be carried out by a contractor who can demonstrate to the Company that it is familiar with the safe handling of such products, and who have the necessary accreditation with local environment authorities.

6 RIGHT OF ACCESS

- 6.1 The Company may refuse access to a work site by any one of the Contractors personnel who has proven by his / her action to have a disregard for any of the relevant HSE requirements. Such action by the Greens Property Construction (Pty) Ltd shall not result in any claims on the Company by the Contractor.
- 6.2 Incidents involving serious misconduct includes, but is not limited to:
 - 6.2.1 Possession of illegal drugs, liquor or other intoxicating substances on the premises
 - Intoxication, and/or consumption of an intoxicating substance
 - Unauthorised possession of Company property
 - Fighting/assault
 - Possession of dangerous weapons
 - Violation of HES rules may influence a contractors right of access

7 MAINTENANCE AND OPERATION OF EQUIPMENT, MACHINES INSTRUMENTS AND TOOLS

- 7.1 The Contractor must ensure that all equipment, machines, instruments and tools used by the Contractor's personnel on a work site are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so.
- 7.2 Test instruments must have valid and current calibration certificates.
- 7.3 All lifting gear and cranes provided by the contractor must be inspected and approved for safety the contractor's appointee or Responsible Person, before being used.
- 7.4 Scaffolding must be of a SABS Approved, robust design and may only be erected, modified and dismantled by a qualified scaffold builder. The contractor's appointee must approve all scaffolding material and structures before being used. Toe boards should be fitted to all four sides. The platform boards should be secure, safe and not be cracked. Empty drums or ladders are not to be used as part of temporary platforms or staging.
- 7.5 Ladders may only be used for as a means of access for light duties of short duration and the ladder may not extend more than 3 meters above the safe surface, whilst the worker's mid thigh may not extend above the top tread.
- 7.6 Ladders must be fitted with non-slip feet, rungs should not be painted, free from dirt and the frame must be firm and in a good state of repair.
- 7.7 If the work area below and around scaffolding and ladders cannot be properly cordoned off, safety nets and/or suitable shields shall be erected below such scaffolding and ladders to protect the public and their property from falling objects when work is performed at elevated heights.
- 7.8 Contractors shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles in the facility.
- 7.9 No contractor vehicle, equipment or machine will be permitted onto the facility unless:
 - 7.9.1 Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Contractor's Responsible Person.
 - 7.9.2 Contractor machines and equipment must display suitable identification, stating a re-inspection date. Contractors may be required to remove machines or equipment without valid identification from the facility premises.
 - 7.9.3 Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the company.
- 7.10 Operation of vehicles:
 - 7.10.1 All drivers must hold and be able to produce a valid driver's license.
 - 7.10.2 Maximum speed limit inside the construction site is 30km/h, unless otherwise indicated.
 - 7.10.3 Always give way for emergency vehicles (fire, ambulance or rescue vehicles).
 - 7.10.4 Warning, safety and road signs must always be obeyed.
 - 7.10.5 Pedestrians have the right of way in the construction area.
 - 7.10.6 All passengers must be properly seated.
 - 7.10.7 Overloading of vehicles is not permitted.
 - 7.10.8 People and freight may not be transported together unless the freight has been secured and sufficient, safe seats separate from the freight, have been provided.
 - 7.10.9 Transporting passengers on cranes, forklifts, mechanical shovels or other equipment is prohibited, unless such vehicles are equipped with additional seating.
 - 7.10.10 Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorisation of the driver to operate within the construction site.
 - 7.10.11 The occupants of vehicles, whilst on Company related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
 - 7.10.12 During excavations, the Contractor shall take extra care, by consulting site drawings, extrapolating positions from the

- positions of above ground equipment, etc., not to damage any underground equipment.
- 7.10.13 If any such equipment is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the Company's maintenance manager must be contacted immediately for advise on further action to be taken.

8 EMERGENCY AND FIRE DRILL PROCEDURES

- 8.1 The Contractor shall check the emergency procedures and the location and condition of the emergency equipment. If the Contractor considers these to be unsatisfactory or not fully appropriate for the work, it shall take steps in consultation with the Company to improve them.
- 8.2 When an alarm is sounded for a fire or other emergency, the following action shall be taken:
- 8.2.1 Emergency alarm: Immediately secure/de-energise all equipment, move to the nearest safe emergency assemble point and wait for instructions from the facility manager.
- 8.2.2 All work permits are invalidated by an emergency and have to be re-issued or re-authorised by the facility manager before work can recommence.
- 8.2.3 Under no circumstances may water from the fire mains be used without permission from the facility manager.
- 8.3 When performing hot work or other work that may cause a fire, the Contractor's shall make their own arrangements to have suitable and sufficient numbers of fire fighting equipment close at hand or use the company's equipment having prior consent.
- 8.4 All emergency equipment for fighting of fire, ensuring the safety and security of personnel and facilities, may not be removed or obstructed.
- 8.5 Emergency alarms could be tested during emergency exercises. The contractor's supervisor will be informed prior to such exercises.

9 SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT

- 9.1 The Contractor shall provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this equipment in a professional manner as dictated by legal and industry standards. In addition, the Contractor shall keep up-to-date records of all said equipment.
- 9.2 If there are more that 10 contractor employees on a work site, the contractor shall provide a properly equipped First Aid box on site. At least one employee per group of 10 shall have a valid First Aid Training certificate.
- 9.3 The contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment.
- 9.4 Free access by all persons to all fire extinguishing and safety equipment must be maintained at all times.
- 9.5 The Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used.
- 9.6 The Contractor shall supply its personnel and sub-contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice.
- 9.6.1 Only SABS-approved safety shoes must be worn in operating and construction areas.
- 9.6.2 Safety hats are to be worn at all sites where there is a possibility of head injuries.
- 9.6.3 Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man-handled.
- 9.6.4 Hearing protection of a type approved, must be worn in all areas classified and demarcated as noise zones or when working with machinery that generates noise above 85dB(A) such compactors and jackhammers etc.
- 9.6.5 Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when gas or arc welding/cutting is being carried out, or when decanting or handling hazardous chemicals.
- 9.6.6 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, SABS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum.
- Safety harnesses shall be used to secure workers to building structures when working at elevated heights (3 meters) and where falling from such heights is not protected by any other means.
- 9.6.7 The wearing of loose over-clothes, sandals and/or shorts in the facility's operational areas and for construction work, is prohibited. Long sleeve shirts and long trousers, preferably overalls, must be worn. Long hair constitutes a hazard around machinery and must be properly secured.

10 COMPENSATION FOR INJURY

10.1 The Contractor must provide the Company with proof of registration with Workers Compensation.

10.2 It is the contractor's responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees.

11 REPORTING OF ACCIDENTS AND INCIDENTS

- 11.1 Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to The Greens Property Construction (Pty) Ltd. Such reports shall include but not be limited to the following:
 - 11.1.1 fatalities and lost-time injuries to its personnel or sub-contractor personnel;
 - 11.1.2 comparable injury to third parties;
 - 11.1.3 damage to plant or equipment;
 - 11.1.4 loss of containment;
 - 11.1.5 actual or potential damage to the environment;
 - 11.1.6 outbreak of fire.
- 11.2 The contractor is responsible for reporting, in terms of the OHSAct (85 of 1993), all “reportable incidents” to the Department of labour.
- 11.3 Immediate notification shall be followed by a full Incident Investigation Report to The Greens Property Construction (Pty) Ltd within 24 hours for serious accidents and 72 hours for minor accidents.

12 ENVIRONMENT

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

13 OCCUPATIONAL HEALTH AND HYGIENE

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

14 SPECIFIC UNDERTAKING BY CONTRACTOR’S MANAGEMENT:

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

The company

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

Name(Block Letters).....

Position: / Title

The contractor

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

Name(Block Letters).....

Position: / Title ...