

Mossel Bay Municipality

**TDR 106/2019**

**INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF  
DAMAGED PLUMBING WORKS TO VARIOUS PROPERTY OF  
MOSSEL BAY MUNICIPALITY**

|                                    |                            |
|------------------------------------|----------------------------|
| <b>CLOSING DATE: 13 MARCH 2020</b> | <b>CLOSING TIME: 12:00</b> |
|------------------------------------|----------------------------|

**NAME OF BIDDER\*** : .....

**ADDRESS\*** : .....  
: .....  
: .....  
: .....

**TEL NUMBER\*** : .....

**FAX NUMBER\*** : .....

**E-MAIL\*** : .....

**CIDB REGISTRATION NUMBER\*** : .....

**CENTRAL SUPPLIER DATABASE REG NO\*** : .....

**B-BBEE LEVEL OF CONTRIBUTION\*** : .....

**TENDER AMOUNT (VAT INCLUDED)\*** : ..Various Prices.....(pages 27-34).....

**(\* - TO BE COMPLETED BY BIDDER)**

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

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## 1.1 INVITATION TO TENDER

**CLOSING TIME: 12:00**

**CLOSING DATE: 13 MARCH 2020**

### **TDR 106/2019: INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF DAMAGED PLUMBING WORKS TO VARIOUS PROPERTY OF MOSSEL BAY MUNICIPALITY**

Tenders are hereby invited from registered plumbers with a CIDB grading of 2SO or higher for the installation of new, replacement or repair of damaged plumbing works to various property of Mossel Bay Municipality for the period 1 July 2020 to 30 June 2023. The contractor should have a registered service agent in a 60km radius from the Mossel Bay Municipality.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Johan Wessels at telephone (044) 606-5169 or e-mail to [jwessels@mosselbay.gov.za](mailto:jwessels@mosselbay.gov.za).

A set of tender documents can be obtained at a non-refundable cost of R232 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 **OR** it can be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, Plaza Aquada Building, 55 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box on the Lower Ground floor (seaside) at the Mossel Bay Municipality Main Building, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 13 March 2020** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 50 out of 60 points will be considered as non-responsive:

Functionality criteria and weight:

1. Similar experience of Company (or JV) carrying a weight of 45 points.
2. References related to similar experience carrying a weight of 15 points.

This tender is subject to Regulation 9 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that plastic pipes have been designated with a minimum threshold of 100% for local content and production.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 7 February 2020.
2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

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

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

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

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

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

**ADV THYS GILIOME  
MUNICIPAL MANAGER**

## **SECTION 1.2: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General and Special Conditions of Contract**

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

### **1.2.2 Acceptance or Rejection of a Tender**

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

### **1.2.3 Validity Period**

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

### **1.2.4 Cost of Tender Documents**

Payment for tender documents, if specified, can be obtained at a non-refundable cost as stated in the tender advertisement.

### **1.2.5 Registration on the Central Supplier Database**

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

### **1.2.6 Completion of Tender Documents**

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

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

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

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

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

## 1.2.7 Compulsory Documentation

### 1.2.7.1 Tax Clearance Certificate

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

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

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

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

## 1.2.8 Other Documentation

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

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

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

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

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

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

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

Tender offers will only be accepted if:

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

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

(g) The Bidder has not:

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

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

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

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

#### **1.2.8.2 Municipal Rates, Taxes and Charges**

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

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

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

#### **1.2.9 Authorised Signatory**

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

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

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

#### **1.2.10 Site / Information Meetings**

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the

advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### **1.2.11 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

#### **1.2.12 Quantities of Specific Items**

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

#### **1.2.13 Submission of Tender**

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

placed in the **tender box on the Lower Ground floor (seaside) at the Municipality by not later than 12:00 on Friday, 13 March 2020.**

OR

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

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

#### **1.2.14 Expenses Incurred in Preparation of Tender**

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

#### **1.2.15 Contact with Municipality after Tender Closure Date**

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

### **1.2.16 Opening, Recording and Publications of Tenders Received**

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

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

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

### **1.2.17 Evaluation of Tenders**

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

### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

### **1.2.19 Contract**

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

### **1.2.20 Subcontracting**

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

#### **1.2.21 Language of Contract**

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

#### **1.2.22 Extension of Contract**

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

#### **1.2.23 Stamp and Other Duties**

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

#### **1.2.24 Wrong Information Furnished**

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

#### **1.2.25 Past Practices**

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

#### **1.2.26 Validity of BEE certificates:**

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

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

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

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

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

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

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

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

**1.2.27 Letter of Good Standing from the Commissioner of Compensation**

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

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

### **1.2.28 Negotiations**

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

### **1.2.29 Joint Ventures**

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

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) All members of the Joint venture must submit, with the bid documents:
  - a valid tax clearance certificate or SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in annexure A (pages 81-83)
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

### **1.2.30 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed Mr Johan Wessels at telephone (044) 606-5169 or e-mail to [jwessels@mosselbay.gov.za](mailto:jwessels@mosselbay.gov.za).

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## 1.3 GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

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

## **6. Patent Rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

## **23. Termination for default**

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

## SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

### 1.4.1 Company and Artisan Registrations

- 1.4.1.1 Only Registered members to be considered with good standing PIRB (Plumbing Industrial Regulatory Board) registered plumbers who will be responsible for each installation. **Proof of registration to be submitted. Failure to submit proof may be seen as submitting a non-responsive bid.**
- 1.4.1.2 Only CIDB SO Grading 2 Contractors to be considered.

### 1.4.2 Quotation and pricing.

- 1.4.2.1 It will be expected from the Successful Service Provider/s to provide a quote on required work before any work commences.
- 1.4.2.2 All prices should include supply, delivery, installation/replacement and VAT (Value Added Tax).
- 1.4.2.3 Service Providers to allow for all indirect costs including Indemnity-, risk- and liability-insurances, cost of Foreman, admin and other supervision, cost of plant and equipment hire etc. and other Preliminary and General cost not listed.
- 1.4.2.4 Prices should be fixed for a period from 1 July 2020 to 30 June 2023. Should excessive increases occur the successful Service Provider/s must inform the Client in writing. The Client will reserve the right to obtain other Quotations and/or cancel the Contract.

### 1.4.3 Related Services

- 1.4.3.1 A quotation will be requested for any related services. The Client will reserve the right to obtain other Quotations and/or cancel the Contract.
- 1.4.3.2 Proof of Cost to be submitted with the Quotation for Proposed Works for all materials exceeding R1000.00 including VAT.

### 1.4.4 Products or materials specified

- 1.4.4.1 Similar approved products. If similar products to be used, it must be specified by the Contractor in the quotation document, failure to comply can lead to the elimination as preferred bidder.

### 1.4.5 Work Conformance

- 1.4.5.1 All works carried out or material supplied to conform to the South African National Standards.

### 1.4.6 Alternative bidders

- 1.4.6.1 Preferred and alternative bidders may be appointed, depending on responsiveness.

### 1.4.7 Health and Safety

- 1.4.7.1 Installation to be according to the applicable South African National Standards and must comply to the Occupational Health and Safety Act (Act 85 of 1993) and regulations.
- 1.4.7.2 The successful Service Provider will need to submit a Health and Safety File within 14 days after the tender is awarded, to the Municipal Health and Safety Officer for assessment and for approval for the duration of the tender as per the attached Health and Safety Specifications. The Safety File to be on site at all times whilst work is executed.
- 1.4.7.3 Pro Forma Risk Assessment form to be completed for each work order by the Service Provider before work commences and kept on site at all times while carrying out the required Works. Service Provider to provide a copy of the completed Pro Forma Risk Assessment to the Municipal Health and Safety Officer before work commences and keep record of all the Pro Forma Risk Assessments in the Health and Safety File.
- 1.4.7.4 All Contractors on Site, shall wear necessary PPE as required with the Service Provider name clearly printed. Contractor to include an Identification List of all personnel working on site in the Pro Forma Risk Assessment. All personnel to be in possession of proof of identification whilst on site.

1.4.7.5 Penalty Fee for OHS Non-Compliance will amount to R2 000.00 including VAT to the maximum of 10% of the Order Value. OHS Penalty Fee will be applicable per incident, per site, per day, per area and per works. OHS Non-Compliance Penalties will be issued by the Health and Safety Officer of the Client which will be deducted from the Payment Certificate issued for work completed.

**1.4.8 Turn Around Time-Frame**

1.4.8.1 In case of emergency repair work, Works should be carried out the same day of notifying the Service Provider.

1.4.8.2 For the normal repair work, installation, replacements or removals the required turnaround time will be 48 hours.

**1.4.9 Site Clearance and Carting Away**

1.4.9.1 On Completion of the Works the Contractor shall clear away and remove from the Site all Construction Equipment, surplus material, rubbish and Temporary Works.

1.4.9.2 All re-usable materials removed, should be carted away to the Municipal Stores and proof thereof submitted on completion.

1.4.9.3 All materials removed, other than building rubble, to be carted away to the Municipal Stores in Schoeman Street, with proof of delivery provided to the Employer's Agent prior to Completion. All building rubble to carted away to a legal dumping site.

**1.4.10 Service Agent**

1.4.10.1 The successful Contractor should have a registered service agent within a 60km radius of the Mossel Bay Municipality.

| Name of service agent | Address | Contact details |
|-----------------------|---------|-----------------|
|                       |         |                 |

**1.4.11 Tender Functionality / Pre-Qualification**

(a) Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than **50 out of 60 points** for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.

(b) Bidders must ensure that only relevant information is submitted, for points to be awarded.

(c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

|   | CRITERIA                   | MAXIMUM POINTS | REFERENCE (PAGE NUMBER) TO SUPPORTING DOCUMENTATION |
|---|----------------------------|----------------|---|
| 1 | Company (or JV) Experience | 45             |   |

|              |                                       |           |  |
|--------------|---------------------------------------|-----------|--|
| 2            | References Related to that Experience | 15        |  |
| <b>TOTAL</b> |                                       | <b>60</b> |  |

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

**Criterion 1: Company (or JV) Experience**

- (a) A maximum of **45** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

| <b>Experience required: Successfully completed projects related to plumbing works &amp; repairs.</b> | <b>Maximum points</b> | <b>REFERENCE (PAGE NUMBER) TO SUPPORTING DOCUMENTATION</b> |
|--|-----------------------|--|
| A minimum 1 year but up to 2 years total relevant experience.  | <b>35</b>             |  |
| More than 2 years, but up to 3 years total relevant experience.                                      | <b>40</b>             |  |
| More than 3 years total relevant experience of the company.  | <b>45</b>             |  |
| <b>Total</b>   |                       |  |

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of: information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following:
  - i. Information on how long the business has been in existence (operating as a going concern) supported by Company or Business registration documents.
  - ii. Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only

to parts thereof, otherwise the Bidder will not be awarded the necessary points. Tenderers to provide enough experience to score the total points as prescribed.

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

| Employer/Client | Nature of work | Value of Work<br>(incl. VAT) | Start and completion date<br>(month and year)<br>Duration |
|-----------------|----------------|------------------------------|---|
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |
|                 |                |                              | Start<br>Completion<br>Duration                           |

**Criterion 2: References related to Experience**

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to supply and installation of similar fences. Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

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

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

OR

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

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

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

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

|   | NAME OF REFERENCE OR COMPANY OR ENTITY | REFERENCE (PAGE NUMBER) TO SUPPORTING DOCUMENTATION |
|---|--|---|
| 1 |  |   |
| 2 |  |   |
| 3 |  |   |

NB: If no reference letters or questionnaires is provided above or documentation is not attached **NO POINTS WILL BE AWARDED.**

## **JOINT VENTURES**

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

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

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

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

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

**ATTACHMENT A**

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

.....  
**REFERENCE NAME**

.....  
**SIGNATURE**

.....  
**CONTACT PERSON & TELEPHONE NUMBER**

.....  
**DATE**

## **SECTION 1.5: SCOPE OF WORK**

- 1.5.1 Installation of new, replacement or repair of damaged Plumbing Work to various property of Mossel Bay Municipality.

## **SECTION 2.1: CONDITIONS OF CONTRACT**

### **2.1.1 AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT:**

- Clause 2.1.2 All materials removed, other than building rubble, to be carted away to the Municipal Stores in Schoeman Street, with proof of delivery provided to the Employer's Agent prior to Completion. All building rubble to be carted away to a legal dumping site.
- Clause 4.4.1 The Contractor shall not Sub Contract more than 25% of the total Contract, unless approval is provided by the Employer.
- Clause 5.13.1 The Contractor will be liable to pay the sum of 5% of the Contract Value per day to the Employer if the Contractor fails to complete the Works within the Completion time.
- Clause 5.16.3 The Contractor's Liability for any Latent Defects shall be 12 months beyond the date of completion.
- Clause 7.2.1 All products used as per the Scope of Works. If similar products to be used, it must be specified by the Contractor in the quotation document, failure to comply can lead to the elimination as preferred bidder.  
Work carried out under this Contract, must conform to the South African National Standards.

### **2.1.2: GENERAL CONDITIONS OF CONTRACT TO BE NOTED BY THE CONTRACTOR:**

- Clause 2.1.2.3 It is the responsibility of the Contractor to have knowledge of the extent and nature of the work and materials required for carrying out the completion of the works before submitting a tender.
- Clause 4.2.2 The Contractor shall take instructions only from the Employer's Agent or the Employer's Agent's Representative.
- Clause 4.11.1 To carry out and complete the Works, the Contractor shall employ on Site only such persons that are careful, competent and efficient in their various trades and professions.
- Clause 4.12.1 The Contractor shall provide all necessary superintendence while carrying out the Works.
- Clause 5.15.1 On Completion of the Works the Contractor shall clear away and remove from the Site all Construction Equipment, surplus material, rubbish and Temporary Works.
- Clause 7.2.1 Quality of Plant, workmanship and materials to be suitable for the purpose intended.
- Clause 7.5.1/3 No part of Works or excavations shall be covered up or put away without the consent of the Employer's Agent.
- Clause 7.5.3 Adequate notice to be given to the Employer when parts of Work are ready for inspection.

## **SECTION 2.2: PRICING DATA (Bill of Quantities) & SCOPE OF WORKS (Specifications)**

Pricing and Award: Please note that the project is funded by a Council Vote and awarding of Tender is subject to availability of these funds and final approval from the Municipality.

On price the tender will be evaluated based on the lowest accumulative Tender Amount, meaning that one Bidder will be awarded the tender - no unbundling of work will be permitted. All quantities and workload mentioned herein is an estimate only for Tender purpose. It remains the sole responsibility of the prospective Bidder to familiarize himself with this tender and the works required before he prices.

All rates & prices submitted in the Bill of Quantities must include VAT.

**The bid will be evaluated based on the cost of contract, in other words the rates multiplied by the estimated quantities for the three (3) year period.**

**Bidders MUST tender for each line item in the pricing schedule to be considered for evaluation. Should the bidder fail to tender for each line item as stated, the bid will be seen as non-responsive.**

**BILL OF QUANTITIES**

**NB: PLEASE DO NOT MULTIPLY WITH THE ESTIMATE QUANTITIES, IT IS ONLY FOR EVALUATION PURPOSES AND WILL BE DONE DURING THE EVALUATION PROCESS.**

**ONLY GIVE A RATE PER ITEM.**

| <b>NO</b> | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QTY</b> | <b>RATE (INCLUDING VAT)<br/>YEAR 1<br/>1 July 2020 to 30 June 2021</b> | <b>RATE (INCLUDING VAT)<br/>YEAR 2<br/>1 July 2021 to 30 June 2022</b> | <b>RATE (INCLUDING VAT)<br/>YEAR 3<br/>1 July 2022 to 30 June 2023</b> |
|-----------|---|-------------|------------|--|--|--|
| 1         | <b>HEALTH AND SAFETY</b>  |             |            |  |  |  |
| 1.1       | Complete a Health and Safety File for relevant work   | No.         | 1          |  |  |  |
| 2         | <b>SITE INSPECTION</b>  |             |            |  |  |  |
|           | Call out Fee for a Site Inspection to assess for the Work to be done, including a cost and time estimate.                       |             |            |  |  |  |
| 2.1       | Base Fee including Mossel Bay CBD, D`Almeida, Dana Bay, Diaz, Heiderand, Joe Slovo, Kwanonqaba, Voorbaai and surrounding areas. | Fee         | 10         |  |  |  |
| 2.2       | Base Fee including Klein Brakrivier, Reebok and Tergniet area   | Fee         | 5          |  |  |  |
| 2.3       | Base Fee including Groot Brakrivier and Greenhaven area   | Fee         | 3          |  |  |  |
| 2.4       | Base Fee including Hersham, Outeniqua Strand and Glentana area  | Fee         | 2          |  |  |  |

| NO   | DESCRIPTION   | UNIT | QTY | RATE (INCLUDING VAT)<br>YEAR 1<br>1 July 2020 to 30 June 2021 | RATE (INCLUDING VAT)<br>YEAR 2<br>1 July 2021 to 30 June 2022 | RATE (INCLUDING VAT)<br>YEAR 3<br>1 July 2022 to 30 June 2023 |
|------|---|------|-----|---|---|---|
| 2.5  | Base Fee including Friemersheim area  | Fee  | 2   |   |   |   |
| 2.6  | Base Fee including Brandwacht area  | Fee  | 1   |   |   |   |
| 2.7  | Base Fee including Ruitersbosch area  | Fee  | 1   |   |   |   |
| 2.8  | Base Fee including Herbertsdale area  | Fee  | 2   |   |   |   |
| 2.9  | Base Fee including Boggomsbaai and Vleesbaai area   | Fee  | 1   |   |   |   |
| 2.10 | Additional to Base Fee for after normal Municipal Office Hours  | Fee  | 1   |   |   |   |
| 3    | <b>PLUMBING WORK</b>  |      |     |   |   |   |
|      | This Item is included to be according to the stipulated minimum threshold for local production for the following Components. Local Content measurements to be according to SATS1286:2011. |      |     |   |   |   |
|      | Contractors are required to price separately for material cost as per Annexure C  |      |     |   |   |   |
| A    | <b>BASIC INSTALLATION RATES</b>   |      |     |   |   |   |
|      | This Rates include all material, labour, indirect cost and set-up cost and profit.  |      |     |   |   |   |

| NO    | DESCRIPTION  | UNIT | QTY | RATE (INCLUDING VAT)<br>YEAR 1<br>1 July 2020 to 30 June 2021 | RATE (INCLUDING VAT)<br>YEAR 2<br>1 July 2021 to 30 June 2022 | RATE (INCLUDING VAT)<br>YEAR 3<br>1 July 2022 to 30 June 2023 |
|-------|--|------|-----|---|---|---|
| 3.1   | <b>HOT AND COLD WATER SUPPLY</b>                   |      |     |   |   |   |
| 3.1.1 | Supply and lay 20mm main water pipe                | m    | 42  |   |   |   |
| 3.1.2 | Supply and lay 25mm main water pipe                | m    | 17  |   |   |   |
| 3.1.3 | Fit cold water tap only                            | No.  | 2   |   |   |   |
| 3.1.4 | Fit garden tap                                     | No.  | 1   |   |   |   |
| 3.2   | <b>DRAINAGE</b>                                    |      |     |   |   |   |
| 3.2.1 | Supply and build standard size manhole with cover  | No   | 1   |   |   |   |
| 3.2.2 | Dig trench for drain and place river sand blinding | m    | 14  |   |   |   |
| 3.2.3 | Supply and lay 110mm pvc main drain                | m    | 14  |   |   |   |
| 3.2.4 | Backfill trench to drain                           | m    | 14  |   |   |   |
| 3.2.5 | Extra over encase drain in concrete                | m    | 1   |   |   |   |
| 3.2.6 | Supply and fit vent valve                          | No.  | 4   |   |   |   |
| 3.2.7 | Supply and fit stub stack and vent valve           | No.  | 4   |   |   |   |
| 3.2.8 | Supply and fit 50mm vent pipe                      | No.  | 4   |   |   |   |
| 3.2.9 | Supply and fit 100mm vent pipe / stack             | No.  | 4   |   |   |   |

| NO     | DESCRIPTION  | UNIT | QTY | RATE (INCLUDING VAT)<br>YEAR 1<br>1 July 2020 to 30 June 2021 | RATE (INCLUDING VAT)<br>YEAR 2<br>1 July 2021 to 30 June 2022 | RATE (INCLUDING VAT)<br>YEAR 3<br>1 July 2022 to 30 June 2023 |
|--------|--|------|-----|---|---|---|
| 3.2.10 | Supply and fit 100mm vent pipe double storey   | No.  | 1   |   |   |   |
| 3.2.11 | Supply and fit 100mm stack double storey   | No.  | 1   |   |   |   |
| 3.2.12 | Supply and fit gulley  | No.  | 1   |   |   |   |
| 3.2.13 | Cut into existing drain  | No.  | 1   |   |   |   |
| 3.2.14 | Supply and fit rodding eye   | No.  | 2   |   |   |   |
| 3.2.15 | Supply and fit junction (110mm)  | No.  | 1   |   |   |   |
| 3.2.16 | Supply and fit bend (110mm)  | No.  | 2   |   |   |   |
| 3.2.17 | Supply and fit bidem and perforated pipe   | m    | 4   |   |   |   |
| 3.3    | <b>SANITARY AND FITTINGS</b>   |      |     |   |   |   |
|        | This Rates to include all material (piping etc.), labour, indirect and set up costs and profit. The price of sanitary ware, taps and fittings is not included. |      |     |   |   |   |
| 3.3.1  | Fit basin with fittings  | No.  | 5   |   |   |   |
| 3.3.2  | Fit w.c. and supply pan connector  | No.  | 5   |   |   |   |
| 3.3.3  | Fit urinal and fittings  | No.  | 3   |   |   |   |

| NO    | DESCRIPTION  | UNIT | QTY | RATE (INCLUDING VAT)<br>YEAR 1<br>1 July 2020 to 30 June 2021 | RATE (INCLUDING VAT)<br>YEAR 2<br>1 July 2021 to 30 June 2022 | RATE (INCLUDING VAT)<br>YEAR 3<br>1 July 2022 to 30 June 2023 |
|-------|--|------|-----|---|---|---|
| 3.3.4 | Fit prep bowl and fittings and supply flexi trap   | No.  | 1   |   |   |   |
| 3.3.5 | Fit bidet with fittings  | No.  | 1   |   |   |   |
| 3.3.6 | Fit single sink/trough and fittings including flexi trap   | No.  | 1   |   |   |   |
| 3.3.7 | Fit double sink/trough and fitting including flexi trap  | No.  | 1   |   |   |   |
| 3.4   | <b>GEYSER INSTALLATION</b>   |      |     |   |   |   |
|       | This Rates to include all material (piping etc.), labour, indirect and set up costs and profit.  |      |     |   |   |   |
| 3.4.1 | 100l x 2kW Heattech (or similar approved) High Pressure Electric Water Heater (up to 600kPa) including Valve Pack, installed vertically or horizontal and connected to an Electrical Isolator. Installation to be according to SANS 10254. All products used to be SABS approved. Product warranty: 5 years excluding the Element and Thermostat. Installation of Electrical Isolator, not Included. | No.  | 4   |   |   |   |
| 3.4.2 | 150l x 3kW Heattech (or similar approved) High Pressure Electric Water Heater (up to 600kPa) including Valve Pack, installed vertically or horizontal and connected to an Electrical Isolator. Installation to be according to SANS 10254. All products used to be SABS approved.  | No.  | 8   |   |   |   |

| NO    | DESCRIPTION  | UNIT | QTY | RATE (INCLUDING VAT)<br>YEAR 1<br>1 July 2020 to 30 June 2021 | RATE (INCLUDING VAT)<br>YEAR 2<br>1 July 2021 to 30 June 2022 | RATE (INCLUDING VAT)<br>YEAR 3<br>1 July 2022 to 30 June 2023 |
|-------|--|------|-----|---|---|---|
|       | Product warranty: 5 years excluding the Element and Thermostat. Installation of Electrical Isolator, not Included.   |      |     |   |   |   |
| 3.4.3 | 200l x 4kW Heattech (or similar approved) High Pressure Electric Water Heater (up to 600kPa) including Valve Pack, installed vertically or horizontal and connected to an Electrical Isolator. Installation to be according to SANS 10254. All products used to be SABS approved. Product warranty: 5 years excluding the Element and Thermostat. Installation of Electrical Isolator, not Included. | No.  | 4   |   |   |   |
| 3.4.4 | 10l Kwikot (or similar approved) Under Basin 1500W Electric Water Heater installed in accordance with SANS 10254. Product warranty: 1 year.  | No.  | 1   |   |   |   |
| 3.4.5 | 10l Kwikot (or similar approved) Over Basin 1500W Electric Water Heater installed in accordance with SANS 10254. Product warranty: 1 year.   | No.  | 1   |   |   |   |
| 3.4.6 | 15l Kwikot (or similar approved) Over Basin 1500W Electric Water Heater installed in accordance with SANS 10254. Product warranty: 1 year.   | No.  | 1   |   |   |   |

| NO       | DESCRIPTION  | UNIT | QTY     | RATE (INCLUDING VAT)<br>YEAR 1<br>1 July 2020 to 30 June 2021 | RATE (INCLUDING VAT)<br>YEAR 2<br>1 July 2021 to 30 June 2022 | RATE (INCLUDING VAT)<br>YEAR 3<br>1 July 2022 to 30 June 2023 |
|----------|--|------|---------|---|---|---|
| <b>B</b> | <b>REPAIRS AND RELATED SERVICES</b>  |      |         |   |   |   |
|          | Quotations can be requested for Related Work.  |      |         |   |   |   |
| 3.5      | <b>LABOUR RATES</b>  |      |         |   |   |   |
|          | All labour rates to include indirect, set-up and profit costs for all installation, repair and maintenance work. |      |         |   |   |   |
| 3.5.1    | Qualified Plumber  | Hour | 7       |   |   |   |
| 3.5.2    | Apprentice / Labourer / General Worker   | Hour | 7       |   |   |   |
| 3.6      | <b>OTHER PLUMBING FITTINGS AND MATERIALS</b>   |      |         |   |   |   |
| 3.6.1    | Percentage Mark-Up on fittings and materials not listed in this Pricing Schedule                                 | %    | R10 000 | %   | %   | %   |
| 3.7      | <b>COMPLIANCE</b>  |      |         |   |   |   |
| 3.7.1    | Inspect and issue Plumbing Certificate of Compliance   | Each | 1       |   |   |   |

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

**PART A  
INVITATION TO BID**

|   |  |               |                      |               |              |
|---|--|---------------|----------------------|---------------|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>              |  |               |                      |               |              |
| BID NUMBER:   | <b>TDR 106/2019</b>  | CLOSING DATE: | <b>13 MARCH 2020</b> | CLOSING TIME: | <b>12:00</b> |
| DESCRIPTION   | <b>INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF DAMAGED PLUMBING WORKS TO VARIOUS PROPERTY OF MOSSEL BAY MUNICIPALITY</b> |               |                      |               |              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |  |               |                      |               |              |

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

|   |          |  |           |         |  |
|---|----------|--|-----------|---------|--|
| <p><b>The Tender Box</b><br/> <b>Mossel Bay Municipality</b><br/> <b>P O Box 25</b><br/> <b>MOSSEL BAY</b><br/> <b>6500</b></p> |          |  |           |         |  |
| <p><b>Or</b></p>  |          |  |           |         |  |
| <p><b>deposited in the tender box situated on the Lower Ground Floor, Municipal Building, 101 Marsh Street, Mossel Bay</b></p>  |          |  |           |         |  |
| <b>SUPPLIER INFORMATION</b>   |          |  |           |         |  |
| NAME OF BIDDER  |          |  |           |         |  |
| POSTAL ADDRESS  |          |  |           |         |  |
| STREET ADDRESS  |          |  |           |         |  |
| TELEPHONE NUMBER  | CODE     |  | NUMBER    |         |  |
| CELLPHONE NUMBER  |          |  |           |         |  |
| FACSIMILE NUMBER  | CODE     |  | NUMBER    |         |  |
| E-MAIL ADDRESS  |          |  |           |         |  |
| CONTACT PERSON  |          |  |           |         |  |
| VAT REGISTRATION NUMBER   |          |  |           |         |  |
| TAX COMPLIANCE STATUS   | TCS PIN: |  | <b>OR</b> | CSD No: |  |

|   |  |  |   |
|---|--|--|---|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX]   | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No                    | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No                       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |   |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED   |  | TOTAL BID PRICE  | R   |
| SIGNATURE OF BIDDER   | .....  | DATE   |   |
| CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |  |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                         |   |
| DEPARTMENT  | SCM  | CONTACT PERSON   | Johan Wessels   |
| CONTACT PERSON  | Juanita Schutte  | TELEPHONE NUMBER   | (044) 606-5169  |
| TELEPHONE NUMBER  | (044) 606-5198   | FACSIMILE NUMBER   | N.A.  |
| FACSIMILE NUMBER  | (044) 606-5253   | E-MAIL ADDRESS   | jwessels@mosselbay.gov.za   |
| E-MAIL ADDRESS  | jschutte@mosselbay.gov.za  |  |   |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**SECTION 4.1 MBD4: DECLARATION OF INTEREST**

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company registration number:.....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If so, furnish particulars.

.....

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

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

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.2 If so, furnish particulars.....

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

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

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

| Full Name | Identity Number | State Employee Number | Income Tax Number |
|-----------|-----------------|-----------------------|-------------------|
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
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|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

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

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

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

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

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

2.2 If yes, provide particulars:

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

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

3.1 If yes, furnish particulars.

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

4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic?

**YES/NO**

4.1 If yes, furnish particulars.

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore, the 80/20 or 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

|           |
|-----------|
| WITNESSES |
| 1. ....   |
| 2. ....   |

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

## **SECTION 4.4: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| Plastic pipes                                  | 100%                                |

(Detail to be provided on annexure C – see pages 51 & 52)

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| US Dollar       |                          |
| Pound Sterling  |                          |
| Euro            |                          |
| Yen             |                          |
| Other           |                          |

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Annex C

|      |                           |   |  |    |   |  |     |  |
|------|---------------------------|---|--|----|---|--|-----|--|
| (C1) | Tender No.                | 106/2019  |  |    | <b>Note: VAT to be excluded from all calculations</b> |  |     |  |
| (C2) | Tender description        | INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF DAMAGED PLUMBING WORKS TO VARIOUS PROPERTY OF MOSSEL BAY MUNICIPALITY |  |    |   |  |     |  |
| (C3) | Designated product(s)     | PLASTIC PIPES   |  |    |   |  |     |  |
| (C4) | Tender Authority          |   |  |    |   |  |     |  |
| (C5) | Tendering Entity name     |   |  |    |   |  |     |  |
| (C6) | Tender Exchange Rate      | Pula  |  | EU |   |  | GBP |  |
| (C7) | Specified local content % |   |  |    |   |  |     |  |

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|------------|--------------------|---------------------------------|------------------------|
| (C8)             | (C9)          | (C10)                          | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      | (C16)      | (C17)              | (C18)                           | (C19)                  |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |
|                  |               |                                |                         |   |                |             |                            |            |                    |                                 |                        |

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(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

**Signature of tenderer from Annex B**

\_\_\_\_\_

Date: .....

**SECTION 4.5: MUNICIPAL RATES AND SERVICES**

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

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

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.6: AUTHORITY FOR SIGNATORY**

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

as ..... of the business trading as ..... to sign all

documentation in connection with Tender .....

| <b>NAME OF MEMBERS / DIRECTORS</b> | <b>SIGNATURE</b> | <b>DATE</b> |
|------------------------------------|------------------|-------------|
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |

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

**SECTION 4.7: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SECTION 4.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  

(Name of Bidder)

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SECTION 5: DECLARATION**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

|           |       |
|-----------|-------|
| WITNESSES |       |
| 1.        | ..... |
| 2.        | ..... |
| DATE:     | ..... |

**SECTION 6: FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF DAMAGED PLUMBING WORKS TO VARIOUS PROPERTY OF MOSSEL BAY MUNICIPALITY**

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

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

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

R.....(in figures);

.....(in words).

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

Signature(s).....

Name(s).....

Capacity.....

For the tenderer.....

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

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

**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the employer**

Name and address of organisation.....

.....

Name and signature of witness ..... Date.....

**Schedule of Deviations**

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

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

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

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

- 1 Subject .....
- Details .....
- .....
- 2 Subject .....
- Details .....
- .....
- 3 Subject .....
- Details .....
- .....
- 4 Subject .....
- Details .....
- .....
- 5 Subject .....
- Details .....
- .....

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

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

# MOSSEL BAY MUNICIPALITY

## TENDER 106/2019

### INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF DAMAGED PLUMBING WORKS TO VARIOUS PROPERTY OF MOSSEL BAY MUNICIPALITY

#### HEALTH AND SAFETY SPECIFICATIONS

**Health and Safety Specification for Principal Contractors (for works where Mossel Bay Municipality appoints the contractor as the principal contractor for construction work)**

#### 1. GENERAL

##### 1.1 Application

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

##### 1.2 Definitions

In this Health & Safety Specification:

1.2.1 Competent person has the meaning given in the Construction regulations GNR 84 of 07 February 2014.

1.2.2 Contractor means a person, corporation or other entity that carries out work for MOSSEL BAY MUNICIPALITY.

1.2.3 Employee includes a person engaged by the Contractor as a sub-contractor and a person employed or engaged by a sub-contractor.

1.2.4 OHS Act means the Occupational Health and Safety Act 85 of 1993.

1.2.5 OHS Regulation means the Occupational Health and Safety Regulation promulgated under the Occupational Health and Safety Act 85 of 1993.

1.2.6 Work Cover means the cover under the Compensation for Injuries and Diseases Act 130 of 1993.

##### 1.3 Comply with laws

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

#### 2. WORKING AT MOSSEL BAY MUNICIPALITY'S PREMISES

##### 2.1 Hazard Identification and Risk Assessment

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

2.1.1 identify any foreseeable hazard associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person,

2.1.2 assess the risk of harm to the health or safety of any person arising from any hazard identified, and

2.1.3 eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.

##### 2.2 Review of risk assessments and control measures

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

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

### **2.3 Competence of employees**

The Contractor must ensure that each employee:

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

### **2.4 Medical fitness of employees**

The Construction regulations stipulate that all employees on site must be medically fit to perform their duties.

- 2.4.1 The principal contractor must ensure that all employees is medically fit for work and must be able to provide proof of medical certificates in the form of Annexure 3 or company specific document. The medical certificates must be issued by an Occupational Health Practitioner registered with the Health Professional Council of South Africa (HPCSA) or a person who holds a qualification in Occupational Health recognised as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974(Act No. 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978(Act No. 50 of 1978).

### **2.5 Supervision of employees**

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

### **2.6 Personal protective equipment**

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

- 2.6.1 Is provided with, and wears at all times if necessary, all the appropriate personal protective equipment including if required, but not limited to:
  - (a) head protection (safety helmet),
  - (b) protective footwear (lace-up with steel toe protector),
  - (c) hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
  - (d) eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
  - (e) respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
  - (f) hand protection (including safety gloves),
  - (g) wet weather clothing and footwear,
  - (h) sun protection cream when exposed to excessive sun,
  - (i) high visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.
  - (j) Is informed of any limitations of the equipment, and
  - (j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

### **2.7 Contractor's plant**

The Contractor must:

- 2.7.1 Comply with, and ensure that all plant complies with, the requirements of the applicable OHS Regulations, including in particular the requirements of:
  - (a) Design, manufacture and registration of plant,
  - (b) Supply of plant, and

- (c) Working with plant,
- 2.7.2 Ensure that all hazards arising from the installation, commissioning, erection and use of plant, and the systems of work associated with plant, are identified and the consequent risks assessed and eliminated or controlled,
- 2.7.3 Ensure that all plant is properly inspected, maintained, repaired and cleaned by a competent person in accordance with the requirements of the OHS Regulation and manufacturers' procedures, specifications or instructions, ensure that each employee who will be operating plant:
- (a) holds any licence or certificate necessary to operate the plant, and
  - (b) has been provided with adequate information and training in the inspection, use, operation, maintenance and care of the plant.

## **2.8 Certification of employees**

- The Contractor must ensure that:
- 2.8.1 each employee who will be carrying out scheduled work under the Construction regulations holds a recognised qualification or a certificate of competency issued by an approved training authority
- 2.8.2 each employee who will be carrying out formwork and scaffolding or who will be operating or using explosive-powered tools holds a certificate of competency.
- 2.8.3 each employee who will be operating a construction vehicle or mobile plant must be in possession of a certificate of competency issued by an approved accredited training authority.

## **2.9 Signs**

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

# **3. CONSTRUCTION WORK**

## **3.1 Contractor Health & Safety Plan**

- 3.1.1 The Principal Contractor must ensure that where construction work carried out under the requirements of the Construction Regulations, a Health & Safety Plan (HSP) is prepared. The Contractor must ensure that the HSP is provided to MOSSEL BAY MUNICIPALITY for review and approval before work commences.

## **3.2 Site-specific Health & Safety Plan**

- The Contractor must ensure that a Site-specific Health & Safety Plan is prepared for each place of work at which construction work is to be carried out. In particular, the Contractor must ensure that:
- 3.2.1 the Health & Safety Plan is prepared in accordance with the OHS Act 85 of 1993 and Regulations and the Health & Safety Specification,
- 3.2.3 the Health & Safety Plan is maintained and kept up to date during the course of the work in relation to which the Contractor has been appointed principal contractor, and
- 3.2.4 the Health & Safety Plan is kept at the construction site and is made available for inspection by any person working at or about to commence working at the site, an employee member of an OHS committee, an OHS representative, a person elected by the persons employed at the site to represent a group of employees on health and safety matters or (if the employees agree) an appropriate representative of an industrial organisation of employees.

## **3.3 Safe work method statements**

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

## **3.4 Sub-contractors**

- The Contractor must ensure that:
- 3.4.1 a copy of the Site-specific Contractor's Health & Safety Plan is provided to each sub-contractor before the sub-contractor commences work at the construction site,
  - 3.4.2 if any change is made to the Health & Safety Plan, a copy of any part that has been changed and that is relevant to a sub-contractor is provided to the sub-contractor as soon as practicable after the change is made,
  - 3.4.3 each sub-contractor, before commencing work at the site, provides the Contractor with a written safe work method statement for the work to be carried out by the sub-contractor,
  - 3.4.4 each sub-contractor is directed to comply with:
    - (a) the safe work method statement that the sub-contractor has provided, and
    - (b) the requirements of the OHS Act and the OHS Regulation,
  - 3.4.5 the sub-contractor's activities are monitored to the extent necessary to determine whether the sub-contractor is complying with:
    - (a) the safe work method statement, and
    - (b) the requirements of the OHS Act and the OHS Regulation, and
  - 3.4.6 if the sub-contractor is not complying, the sub-contractor is directed to take action immediately to comply with the safe work method statement or the requirements of the OHS Act and the OHS Regulation, or both, and
  - 3.4.7 if a risk to the health or safety of a person arises because of the non-compliance, the sub-contractor is directed to stop work immediately and not to resume work until the safe work method statement or those requirements, or both, are complied with, unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the sub-contractor must be directed to stop work as soon as it is safe to do so.

### **3.5 Induction Training**

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

### **3.5.2 Provision of further OHS induction training**

The Contractor must:

- (a) identify any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site, and
- (b) if any such change is identified, ensure that each person carrying out work at the site undergoes such work activity based health and safety induction training or site-specific health and safety induction training as is necessary to enable the person to carry out that work safely despite the change.

### **3.5.3 Visitors**

The Contractor must ensure:

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

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

The Contractor must:

- 3.6.1 conduct safety briefings ('Toolbox Talks' or pre-work briefings) weekly or before the commencement of each week to discuss the work and deal with problems to be addressed by persons working at the construction site (including hazards associated with the site and the work to be carried out and existing and proposed measures or procedures to control any reasonably foreseeable risk to the health or safety of any person),
- 3.6.2 conduct a safety briefing whenever the Contractor identifies any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site,
- 3.6.3 ensure that each person working at the construction site attends any safety briefing, and

- 3.6.4 keep a record of each safety briefing including:  
(a) the date, time and location of the safety briefing,  
(b) the specific topics and issues discussed, and  
(c) the names and signatures of the attendees.

### **3.7 Site access**

- 3.7.1 The Contractor must ensure that vehicular and pedestrian access to and exit from the construction site is strictly controlled in accordance with appropriate procedures. In particular, the Contractor must ensure that procedures to control and prevent unauthorised entry to the site require:  
(a) all employees and visitors to sign a visitors' book on entering the site,  
(b) all visitors to be accompanied at all times by a person who has been provided with OHS induction training.

### **3.8 Hazardous substances and dangerous goods**

- 3.8.1 The Contractor must ensure that a register containing details of all hazardous substances and dangerous goods being used, stored or handled at each place of work at which work in relation to which the Contractor has been appointed principal contractor is carried out is kept and maintained at the place of work while work is being carried out.
- 3.8.2 The disposal of any hazardous substances by contractors must be carried out according to regulatory requirements. Proof of the safe disposal of substances needs to be submitted by the contractor upon request by any interested and effected parties.
- 3.8.3 The Contractor must ensure that Material Safety Data Sheets are available for all hazardous substances used, stored or handled at each place of work for information and training of personnel.
- 3.8.4 The Contractor must submit an Emergency Response Plan and Procedure to the Client to address any spillage of hazardous substances and dangerous goods and include traffic management plan to manage traffic control should this incident occur on a public road.

### **3.9 Confined Spaces**

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

### **3.10 Audits and reviews**

- 3.10.1 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.
- 3.10.2 The Contractor will be required to submit a corrective action plan to MOSSEL BAY MUNICIPALITY on any non-conformances detected during an audit in writing within 5 days.

**Penalty Fee for OHS Non-Compliance will amount to R2000.00 per incident to the maximum of 10% of the total Contract Value including VAT.**

**OHS Penalty Fee of R2000.00 will be applicable per incident, per site, per day, per area, per works, per non-compliance incident.**

**Penalty Fee issued by the Health and Safety Officer of the Client, will be deducted from the Payment Certificate issued for work completed.**

oooOOOooo

## **ADDENDUM 2: CONTRACTOR 37 (2) AGREEMENT**

### **CONTRACTOR 37 (2) AGREEMENT**

#### **MEMORANDUM OF AGREEMENT**

Entered into by and between

#### **MOSSEL BAY MUNICIPALITY**

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

and

---

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

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

#### **1. DEFINITIONS**

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

- 1.1 "This Agreement" means this Agreement entered into between the parties and Annexure A hereto.
- 1.2 "The Municipality" means Mossel Bay Municipality.
- 1.3 "The Contractor" means \_\_\_\_\_
- 1.4 "Due Date / Time" shall mean the date and time when the work should be completed in terms of the service levels agreed on between the Municipality and the Contractor.
- 1.5 "Effective Date" means the date on which this agreement comes into effect, which shall be the date of signing.
- 1.6 "Equipment" means all types of installed equipment (regardless of make, brand or age) installed in, on or upon the Sites.
- 1.7 "Designer" means the specific Designer contracted by the Municipality to manage Construction, Installation and/or Maintenance work on their behalf.
- 1.8 "Site/s" means any location where the Client Concerned have equipment or infrastructure installed.

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

## 2. COMMENCEMENT AND DURATION

2.1 Notwithstanding the date of signature of this agreement, this agreement shall commence on the Effective Date and shall, subject to a breach of any of the provisions hereof, continue in force for a ..... month/week period, subject to the right of either party to terminate this agreement on no less than 30 (thirty) days written notice to the other party, provided that:

2.1.1 The duration of the contract may be extended for such a period of time as mutually agreed by the Municipality and the Contractor. Such extension will be noted in a formal letter from the Municipality, signed for acceptance by the Contractor.

2.1.2 No contractor may start work without written authorisation of the Municipality.

## 3. OBLIGATIONS OF THE CONTRACTOR

3.1 The work undertaken in terms of this Agreement by the Contractor will be carried out in conformity with all the necessary specifications and requirements prescribed by the Municipality and the Clients Concerned from time to time in respect of Health, Safety, Environmental (HSE) and Technical standards and in strict compliance with:

3.1.1 all and/or any current Statutory Act/s of Parliament of the Government of the Republic of South Africa and any Regulations promulgated under any such Act.

3.1.2 all and/or any existing or new Municipal or Local or Statutory Authority laws, Bye-laws, regulations and or Notices and Proclamations; and

3.1.3 all and/or any current requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations.

3.1.4 The Occupational Health and Safety Act 85 of 1993 and OHS Regulations

3.1.5 The Compensation for Occupational Injuries and Diseases Act (130 of 1993), be registered with the Compensation Commissioner and have a letter of good standing

3.1.6 The Wiring regulation or Bye-Laws of the particular Municipality, Local and-or Statutory Authority prevailing in the area where any Site is situated and/or work carried out, or in the absence of such Laws, Bye Laws or Regulations, the Wiring Regulations as sanctioned by the SABS shall apply as the standard.

3.2 The Contractor undertakes that while its employees or agents are engaged in the carrying out of construction/installation/repair and/or maintenance work at any of the Sites, they will carry out their duties in such a way as to minimize any interference caused to the operations at the Sites.

3.3 The Contractor shall at the request of the Municipality remove from the sites any employee, agent and/or servant who, in the reasonable opinion of the Municipality constitutes a threat to the safe operation of the Site, and this shall not in any way affect the Contractor's obligations under this Agreement.

3.4 The Contractor undertakes to pay all its employees at least minimum wages and to comply with all conditions of employment laid down by law including registration in terms of the Workman's Compensation Act, Unemployment Insurance.

3.5 The Contractor shall preserve all manufacturer and supplier warranties and guarantees by complying with all pre-conditions relating to the installation, service and maintenance laid down by the manufacturers and suppliers of such equipment and shall, as far as reasonably possible, ensure that such manufacturers and suppliers honor their warranties and guarantees.

- 3.6 Where the Contractor fails to carry out any work within the specified period, the Municipality shall have the right to recover from the Contractor reasonable charges raised by a third party contracted by the Municipality to effect the work, provided that the Municipality shall before instructing such third party warn the Contractor that, in view of its failure to effect the service, a third party is to be instructed to do so unless the Contractor effects the service within a reasonable stipulated period.
- 3.7 It is noted that in terms of the OHS Act, contractors and their employees are not permitted to work under hazardous conditions or on equipment that is unsafe. Except where there is a contractual obligation to render the situation or equipment safe, contract employees will not be required or permitted to work in such situations. Delays and stoppages due to health and safety legal non adherences are the full responsibility of the contractor.
- 3.8 The Contractor will ensure that its personnel are properly and correctly trained and equipped with the appropriate tools, safety clothing and safety equipment and that they carry adequate and correct stock levels of spares and materials to be able to carry out the work safely and without unnecessary interruptions on the Site.
- 3.9 The contractor will carry a minimum guarantee of 12 months on all materials used and on all workmanship. In certain cases longer guarantees will be required as specific in enquiry documentation.

## ANNEXURE A

### HEALTH, SAFETY AND ENVIRONMENTAL (HSE) RULES

#### 1. INTRODUCTION

These rules apply to every person accessing the construction site and is not limited to the physical work areas only and should be deemed as such. Any person entering the construction site must adhere to all rules and regulation applicable in terms of the OHS Act and it must be monitored for compliance by the Principal Contractor. Any transgressions should be enforced in order to ensure full compliance at all times on site.

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

| HAZARD                                 | TYPICAL CAUSE  | REASON   | PRECAUTIONS   |
|--|--|--|---|
| Fire/Explosion                         | Gasoline, Kerosene, LPG Diesel Oil                   | Products with low flash point cause explosive / flammable vapours    | No smoking, open fires, machinery to cause sparks, except in demarcated areas                                       |
| Asbestosis                             | Prolonged exposure and inhalation of asbestos fibres | Scarring of lung tissue from asbestos fibre inhalation               | Wear approved breathing masks when working with asbestos products   |
| Slippery Surfaces                      | Slippery Walk Ways & Stairways                       | Oil on slippery surfaces (Metal Walkways)                            | Wear safety shoes with correct soles  |
| Soil, Pollution, Potential Fire Hazard | Damage to product lines, tanks: Spills               | Accidental release of product from pipelines, tanks etc.             | Extreme care when excavating/manoeuvring machinery close to lines or tanks. Disconnecting pipelines                 |
| Electrocution                          | Live High Voltage Cables/Switchgear                  | Accidental contact with live equipment causes serious burns or death | Extreme care when excavating, avoid unauthorised entry into substations, or tampering with cables: lock out systems |
| Poisoning                              | Toxic vapours in confined spaces                     | Inhalation of toxic vapours  | Wear self-contained breathing apparatus, avoid unauthorised entry into confined spaces, ensure proper ventilation   |

| HAZARD                                  | TYPICAL CAUSE                                | REASON   | PRECAUTIONS   |
|---|--|--|---|
| Asphyxiation                            | Excess nitrogen or carbon dioxide            | Lack of oxygen   | Ventilate and refresh atmosphere (if oxygen level is below 19.5% wear breathing apparatus). |
| Vehicle Accidents                       | Collision                                    | Vehicle driven without the necessary caution                       | Drive according to rules, taking into account site conditions, weather and visibility...    |
| Falling from high equipment             | Working in an elevated position              | Not wearing a safety harness                                       | Wear a safety harness   |
| Snakes & Insects                        | Bushes surrounding reservoir                 | Snakes or insects may be present at worksite                       | Ensure emergency measure in place to treat such incidents                                   |
| Crushing (broken limbs)                 | Disturbing stacked drums/pallets             | Destabilising heavy containers causes uncontrolled movement        | Avoid storage areas. Identify unsafe stacking.  |
| Amputation of limbs (hands and fingers) | Contact with high speed rotating machinery   | Rotating members grab hold of clothing, limbs, etc.                | Lock-out rotating machinery before working on it.   |
| Head injury                             | Objects falling from overhead                | Accidental release of object                                       | Wear hard hat on construction site, including visitors. Erect safety nets.                  |
| Damage to hearing                       | Noise from machines                          | Noise levels above 85 dBA for extended periods                     | Wear hearing protection in demarcated areas, or next to noisy machines                      |
| Leg & Ankle Injuries                    | Objects in walkways, drains, trenches & pits | Stumbling over objects or falling into unprotected pits and drains | Clean up rubble, avoid pits and drains  |

## 2. GUIDANCE IN CASES OF UNCERTAINTY

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

## 3. APPOINTMENT OF RESPONSIBLE PERSON

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

- 3.3 The Contractor will allow the Municipality to test the knowledge of the Contractor's personnel, including that of the Responsible Person, regarding these rules during site inspections.

#### **4. DEMARCATION OF WORK AREAS**

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

#### **5 CONDUCT OF CONTRACTOR'S PERSONNEL**

- 5.1 The Contractor shall instruct its employees to comply with the following:
- 5.1.1 Contractor's employees shall be alert and well rested before starting a new shift. Exhaustion can dull the senses and can lead to unnecessary errors and accidents.
  - 5.1.2 No one shall enter any part of the Municipality's premises, including the work site, other than for the purpose carrying out the work specified for the project.
  - 5.1.3 A Contractor may not commence with work on a site, before their presence has been notified to the person in charge of the site.
  - 5.1.4 All Contractor personnel needing access must be issued by the Contractor with a suitable form of identification.
  - 5.1.5 Smoking in buildings and in hazardous areas is strictly forbidden, except in the authorised smoking or other designated areas. Anybody found smoking outside the designated smoking rooms or designated areas may be immediately removed from the premises or dealt with according to disciplinary procedures.
  - 5.1.6 No fire or naked light, matches, cigarette lighters or any other apparatus which can cause ignition, shall be taken into a hazardous area.
  - 5.1.7 Personal protective equipment shall be used and worn in accordance with the safety regulations.
  - 5.1.8 Horseplay, fooling around, skylarking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be maintained at all times.
  - 5.1.9 Running up and down stairs shall not be allowed.
  - 5.1.10 Workers shall be trained to refuse using defective or unsafe equipment.
  - 5.1.11 Stacked items shall be stable and stacked neatly at all times.
  - 5.1.12 Workers shall not clean dust from overalls or skin with compressed air.
  - 5.1.13 Access to and from the work area, must only be via recognised roads or access ways, and not over fences.
  - 5.1.14 Every contract employee must be familiar with the meaning of and obey safety signs / symbols.
  - 5.1.15 Maintenance work on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel.
  - 5.1.16 The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts.
  - 5.1.17 The isolation switch to such equipment shall preferably be locked during the time of the maintenance work and the key to such a lock shall be carried by the person performing the maintenance work.

- 5.1.18 If it is not possible to lock the isolation switch, the person performing the maintenance work shall secure a clear "Men At Work" sign onto the isolation switch or onto the door or cover that covers such isolation switch.
- 5.1.19 The person performing such maintenance work shall before commencing any physical work on non-insulated component parts; ensure that there is no electrical power present at such parts, by performing a test using a reliable instrument.
- 5.1.20 When new circuits are installed, the isolation switches and / or circuit breakers for such circuits shall be properly marked in accordance with good electrical reticulation practice and certificates of electrical compliance shall be issued to the Municipality.
- 5.1.21 After completion of the maintenance work and before switching on the isolation switch for testing purposes, the person performing such work shall ensure that all electrical connections are tightly bolted or screwed to their counterparts, that the circuitry is correctly wired and that no short circuits exist.
- 5.1.22 No unqualified or unauthorized person shall be allowed in close proximity to equipment with exposed uninsulated electrical component parts, while electrical tests are being performed. The person conducting such tests shall ensure that the test instruments used are reliable and safe and shall take extra care to prevent accidental contact with live electrical component parts.
- 5.1.23 On completion of the work, all protective covers shall be properly secured and all protective doors locked.
- 5.1.24 Contractor's employees must obey the barricaded areas and safety signs erected by other contractors.
- 5.1.25 Certain facilities may be equipped with electrified security fences. These fences should be considered live at all times when working next to them.
- 5.1.26 It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be kept tidy at all times, escape and other access ways kept clear, safety and fire fighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up. Contractors may only use the toilet facilities provided.
- 5.1.27 Refuse, especially flammable material (waste rags, waste paper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided.
- 5.1.28 The Contractor's specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of on a daily basis in the appropriate manner.
- 5.1.29 The dumping of litter in storm water and sewer systems is prohibited.
- 5.1.30 The removal and disposal of asbestos contained material has to be carried out by a contractor who can demonstrate to the Municipality that it is familiar with the safe handling of such products, and who have the necessary accreditation with local environment authorities.

## **6 RIGHT OF ACCESS**

- 6.1 The Company may refuse access to a work site by any one of the Contractors personnel who has proven by his / her action to have a disregard for any of the relevant HSE requirements. Such action by the Contractor shall not result in any claims on the Municipality by the Contractor.
- 6.2 Incidents involving serious misconduct includes, but is not limited to:
  - 6.2.1 Possession of illegal drugs, liquor or other intoxicating substances on the premises;
  - 6.2.2 Intoxication, and/or consumption of an intoxicating substance;
  - 6.2.3 Unauthorised possession of property of Mossel Bay Municipality;
  - 6.2.4 Fighting/assaulting of personnel;

- 6.2.5 Possession of dangerous weapons;
- 6.2.6 Violation of HSE rules as stipulated in this specification.

## **7 MAINTENANCE AND OPERATION OF EQUIPMENT, MACHINES INSTRUMENTS AND TOOLS**

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

- 7.10.11 The occupants of vehicles, whilst on Municipal related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
- 7.10.12 During excavations, the Contractor shall take extra care, by consulting site drawings, extrapolating positions from the positions of above ground equipment, etc., not to damage any underground equipment.
- 7.10.13 If any such equipment is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the relevant Municipal maintenance manager or standby contact person must be contacted immediately for advise on further action to be taken.

## **8 EMERGENCY AND FIRE DRILL PROCEDURES**

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

## **9 SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT**

- 9.1 The Contractor shall provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this equipment in a professional manner as dictated by legal and industry standards. In addition, the Contractor shall keep up-to-date records of all said equipment.
- 9.2 If there are more that 5 contractor employees on a work site, the contractor shall provide a properly equipped First Aid box on site. At least one employee per group of 10 shall have a valid First Aid Training certificate.
- 9.3 The contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment.
- 9.4 Free access by all persons to all fire extinguishing and safety equipment must be maintained at all times.
- 9.5 The Contractor's Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used.
- 9.6 The Contractor shall supply its personnel and sub-contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice.
  - 9.6.1 Only SABS-approved safety shoes must be worn in operating and construction areas.
  - 9.6.2 Safety hats are to be worn at all sites where there is a possibility of head injuries.

- 9.6.3 Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being handled.
- 9.6.4 Hearing protection of a type approved, must be worn in all areas classified and demarcated as noise zones or when working with machinery that generates noise above 85dB(A) such compactors and jackhammers etc.
- 9.6.5 Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when gas or arc welding/cutting is being carried out, or when decanting or handling hazardous chemicals.
- 9.6.6 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, SABS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum.
- 9.6.7 Safety harnesses shall be used to secure workers to building structures when working at elevated heights (2 meters) and where a risk of falling from such heights is not protected by any other means.
- 9.6.8 The wearing of loose over-clothes, sandals and/or shorts in the facility's operational areas and for construction work, is prohibited. Long sleeve shirts and long trousers, preferably overalls, must be worn. Long hair constitutes a hazard around machinery and must be properly secured.

## **10 COMPENSATION FOR INJURY**

- 10.1 The Contractor must provide proof of registration with Compensation Fund (COIDA) by means of submitting a valid Letter of Good Standing to the Municipality.
- 10.2 It is the contractor's responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees.

## **11 REPORTING OF ACCIDENTS AND INCIDENTS**

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

## **12 ENVIRONMENTAL AWARENESS**

- 12.1 The Contractor shall pay due regard to the environment by preserving air, water, soil, animal and plant life from adverse effects of the Contractors activities, and minimise any nuisance which may arise from such operations. The Contractor must at all times adhere to the environmental laws and impact control guidelines and procedures published from time to time as follows:

- 12.1.1 Ad-hoc dumping on any part of the facility is strictly prohibited.
- 12.1.2 Liquid waste or sludge shall not be allowed to enter the facility storm water/sewer system.
- 12.1.3 In the event of any product stored in tanks or pipelines being accidentally, or otherwise, released, the facility manager and the relevant Municipal maintenance manager must be informed without delay.
- 12.1.4 Machinery to be used at the facility must be fitted with muffling devices to reduce the likelihood of noise pollution.

### **13 OCCUPATIONAL HEALTH AND HYGIENE**

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

### **14 PENALTY FEE FOR OHS NON-COMPLIANCE**

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

### **15 SPECIFIC UNDERTAKING BY CONTRACTOR'S MANAGEMENT**

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

**Mossel Bay Municipality**

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

Name (Block Letters).....

Position: / Title .....

**Contractor:** .....

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

Name (Block Letters).....

Position: / Title .....

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

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

---

NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

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

**TDR 106/2019: INSTALLATION OF NEW, REPLACEMENT OR REPAIR OF DAMAGED PLUMBING WORKS  
TO VARIOUS PROPERTY OF MOSSEL BAY MUNICIPALITY**

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

\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

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

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

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

(Physical Address) \_\_\_\_\_

---

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

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

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

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

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

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

**MOSSEL BAY MUNICIPALITY**

**CHECKLIST TO TENDER DOCUMENT/COMPULSARY DOCUMENTATION**

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

| Nr  | Description   | YES | NO |
|-----|---|-----|----|
| 1.  | Valid tax clearance certificate and PIN   |     |    |
| 2.  | Valid original OR valid copy of B-BBEE certificate or sworn affidavit as per legislation              |     |    |
| 3.  | Valid letter OR valid copy of Letter of Good Standing from the Compensation Commissioner              |     |    |
| 4.  | Copy of the latest (month prior to tender closure) <b><u>Municipal Accounts</u></b> of the following: |     |    |
|     | - Business  |     |    |
|     | - Directors/Members/Owners of the Business  |     |    |
|     | OR  |     |    |
|     | Copy of the <b><u>Lease Agreements</u></b> or <b><u>Rental Statement</u></b> of the following:        |     |    |
|     | - Business  |     |    |
|     | - Directors/Members/Owners of the Business  |     |    |
| 5.  | Copy of CIDB registration (if applicable)   |     |    |
| 6.  | MBD 1 – Is the form duly completed and signed?  |     |    |
| 7.  | MBD 4 – Is the form duly completed?   |     |    |
| 8.  | MBD 5 – If applicable is it completed?  |     |    |
| 9.  | MBD 6.1 – Is the form duly completed and signed?  |     |    |
| 10. | MBD 6.2 – Is the form duly completed and signed?  |     |    |
| 11. | Authorised Signatory – Is the form completed OR resolution attached?                                  |     |    |
| 12. | All required sections <b><u>completed and signed</u></b> by the Authorised Signatory?                 |     |    |
| 13. | MBD 8 – Is the form duly completed and signed?  |     |    |
| 14. | MBD 9 – Is the form duly completed and signed?  |     |    |

|   |  |  |  |
|---|--|--|--|
| 15.   | Declaration - Is the form duly completed and signed?                 |  |  |
| 16.   | Contract form - Is the form duly completed and signed?               |  |  |
| <b>ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER</b> |  |  |  |
| 17.   | Proof of PIRB registration as per section 1.4.1                      |  |  |
| 18.   | Supporting documents relating to functionality as per section 1.4.12 |  |  |

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

.....  
Signature

.....  
Date