



K O U G A
local municipality
Prosperity through vision

TERMS OF REFERENCE DOCUMENT

NOTICE NO. 35 /2011	
TECHNICAL SUPPORT AND ASSISTANCE TO ACHIEVE BLUE DROP COMPLIANCE IN KOUGA MUNICIPALITY	
CLOSING DATE	12 APRIL 2011
Name of tendering firm:	
Contact Person (<i>Full Names</i>):	
Tel No.:	Cell No.:
Fax No.:	
Supplier Database No.:	
Signature of Tenderer:	
Issued By:	
KOUGA LOCAL MUNICIPALITY	
PO Box 21	
JEFFREYS BAY , 6330	
Contact Person: Mr. R. Botha at Tel: 042 2951155	

TENDER WILL BE EVALUATED ON 80/20 POINT SCORING SYSTEM

NB: PLEASE TAKE OF THE LISTED INSTRUCTIONS OR COMMENTS.

- **Please Note that the General Conditions of Contract applies to all Municipal Tenders/Quotations**
- In order to claim preference points a valid **BEE Certificate** from an **ABVA registered member** must be submitted to validate the claim. **In the absence of a BEE certificate no points can be claimed.**
- Please ensure that you familiarize yourself with the complete document and initial all the pages of the document as well as sign where it is required to do so.
- Hand in this Terms of Reference document with the Compulsory Required documentation.
- Do Not Retype the form of offer.

N.B. THE LISTED DOCUMENTS (IF APPLICABLE TO YOUR ENTITY) MUST BE ADDED TO EACH CONTRACT SUBMITTED.

FAILURE TO COMPLY WILL RESULT IN NON ACCEPTANCE OF QUOTATION

<input type="checkbox"/>	COMPANY REGISTRATION NO/ FORMAL REGISTRATION DOCUMENTS/JV AGREEMENTS
<input type="checkbox"/>	V.A.T REGISTRATION NO.
<input type="checkbox"/>	ORIGINAL AND VALID SARS TAX CLEARANCE CERTIFICATE
<input type="checkbox"/>	CERTIFIED IDENTIFICATION DOCUMENTS OF SHAREHOLDING ATTACHED
<input type="checkbox"/>	HAVE ALL PAGES BEEN INITIALED AND SIGNED
<input type="checkbox"/>	MUNICIPAL BILLING CERTIFICATE – COMPULSORY – MUST BE HANDED IN
<input type="checkbox"/>	PROOF THAT THE BIDDER COMPLIES WITH THE OCCUPATIONAL HEALTH AND SAFETY
<input type="checkbox"/>	CERTIFIED PROOF OF PROFESSIONAL QUALIFICATIONS (CESA) – COMPULSORY

PERSONAL DETAILS OF THE TENDERER

PLEASE PROVIDE THE FOLLOWING DETAILS:

Name of Company/Close Corporation/Partnership/Sole Trader/Private Person

.....

(Clearly state whether your business is a Company/Close Corporation/
Partnership/Sole Trader or if you are an individual)

Company/Close Corporation's Registration No.

1.2 Value Added Tax Registration No.

OR

Income Tax Reference No.

1.3 Name(s) and details of Shareholders and Directors

Name	% Shareholding	Director (Y/N)	ID Number

IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR / MEMBER OR PARTNER TO ALSO FURNISH HER MAIDEN NAME, AND IF APPLICABLE, ALL HER PREVIOUS MARRIED NAMES

1.4 The Tenderer’s Representative for the purpose of this Tender is:

.....

2. STREET ADDRESS OF REGISTERED OFFICES

Street address, which address the Tenderer chooses as it’s domicilium citandi et executandi for all purposes of this Tender.

.....

.....

.....

3. POSTAL ADDRESS

.....

.....

.....

1. CONTACT DETAILS

4.1 TELEPHONE NUMBERS

Business: Code

Cell:

4.2 FACSIMILE NUMBER Code

5. COMPANY RESOLUTION

5.1 A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this Tender on the Tenderer's behalf must be attached to the Tender Document on submission of same.

5.2 A Tender shall be eligible for consideration only if it bears the signature of the Tenderer or of some person duly and lawfully authorized to sign it for and on behalf of the Tenderer.

SPECIAL CONDITIONS OF CONTRACT

SPECIFICATIONS

Quotations from professional service providers are hereby invited for technical support and assistance to Kouga Municipality to determine the status quo with regards to Blue Drop compliance at all water treatment works operated by the municipality and to provide solutions and the technical support required to achieve Blue Drop status.

Scope of work

Professional service providers **registered with CESA** and with extensive experience and specialist knowledge of water treatment and the operation, maintenance and management of water treatment works including knowledge of subsequent requirements to submit and achieve Blue Drop status (as specified by the Department of Water Affairs) are requested to provide technical support and assistance to Kouga Municipality.

Service providers will assess and provide assistance to achieve Blue Drop status for each of the water treatment facilities operated by Kouga Municipality. This will include the following.

- Assessment of each water treatment plant in terms of operation, management and maintenance in line with the 2011 Blue Drop Criteria
- Evaluate and report to KM on the status quo of its Blue Drop compliance for each water treatment works
- Assist KM to compile blue drop files for assessment by DWA
- Compile a report on the 2011 Blue Drop submissions and proposed corrective measures to improve the 2012 submissions

KM BLUE DROP ASSISTANCE

Deliverables

Following is description of the deliverables to be completed as part of our Blue Drop assistance (excluding the development of a Water Safety Plan).

1. Perform a quick review of KM's 2010 Blue Drop submissions and provide

recommendations for improvements and uniformity if necessary.

2. Meetings, collection and collating of plant specific Blue Drop data with KM officials.
3. Compilation of a Blue Drop file for each KM water treatment works (WTW)/supply system and collation of data.
4. Collection and compilation of qualifications of maintenance teams and proof of work done.
5. Produce proof of Laboratory used, its accreditation, testing methods used and the use of testing results to amend process control as well as confirmation of frequency of testing.
6. Compilation of all Blue Drop data, conversion to acceptable format and submission of all data on the Department of Water Affairs (DWA) Blue Drop System (BDS) website.

7. Calculation of the percentage compliance of final drinking water quality for each WTW.
8. Capturing, checking and correction of testing results to comply with BDS format.
9. Development of a draft drinking water incident management protocol to be included with the KM Water Safety Plan.
10. Find and summarize documented design capacity (hydraulic and process) for all treatment works.
11. Collect and collate operational and maintenance budgets for each water treatment works.
12. Collect asset register and asset management data and include in Blue Drop submission.
13. Attendance at the Blue Drop Assessment and submission of any outstanding information to DWA.
14. Compile a report on the 2011 submission and action plan to improve 2012 submission

The following Treatment Plants and water systems needs to be assessed:

2. Hankey WTW
3. Thornhill supply system
4. Loerie supply system
5. Jeffreys Bay WTW
6. Humansdorp WTW
7. St. Francis Bay WTW
8. Oyster Bay WTW
9. Patensie WTW

A. FUNCTIONAL ASSESMENT CRITERIA

Three Elements

1. Experience 30 points
2. Expertise of task team and company 30 points
3. Methodology /Work plan 40 points

1.EXPERIENCE OF COMPANY

<u>ITEM</u>	<u>CRITERIA</u>	<u>WEIGHT</u>
i.	How many contactable references on the past experience of similar project does the bidder indicate?	16
ii.	What were the values of the individual projects indicated	
iii.	How long has the company operated in the waterworks, operation and maintenance of infrastructure and asset management, training and development	
<u>TOTAL</u>		30

2. EXPERTISE (OF PROPOSED TEAM AS A WHOLE)

<u>ITEM</u>	<u>CRITERIA</u>	<u>WEIGHTING</u>
i.	What are the qualifications of the bidders team leader?	5
ii.	What is the total experience (years) of the project leader in similar projects?	3
iii.	What disciplines are contained within the Bidder's team?	6
iv.	How comprehensive and relevant are the disciplines in the Bidder's team	6
v.	What is the overall qualifications and experience of the support staff?	5
vi.	Does the proposal satisfactory indicate that the team will be able to cope with the scale of work expected?	5
<u>TOTAL</u>		30

3.METHODOLOGY /WORKPLAN (OF THE PROPOSED WORK)

<u>ITEM</u>	<u>CRITERIA</u>	<u>WEIGHTING</u>
i.	Does the methodology reflect understanding of the requirements?	2
ii.	Does the methodology achieve the desired outcomes in the work plan or throughout the implementation plan of the project and project design thereof?	6
iii.	Is an acceptable programme to transfer skills to the municipality highlighted and/or planned?	4
iv.	Does the bidder indicate sufficient resources to cope with the scale of the expected works?	3
v.	Does the bidder indicate satisfactory control over expenditure on intangible cost items?	6
vi.	Is the bidder an accredited trainer in the water sector and manual development?	2
vii.	Is the Bidder amiable to work in partnership or Joint Venture?	2
viii.	Is the bidder prepared that one's rate of output be indicated by a 3 rd party Service Provider?	2
ix.	Is the bidder able to deliver on assessment of the waterworks systems and develop a modern, yet upgradeable WO&MM as per deliverables of this project?	4
x.	How is the Bidder's overall methodology is fits with the project description?	5
xi.	Does the methodology indicate that the Bidder can keep within the timeframe of the project?	4
<u>TOTAL</u>		<u>40</u>

Bidders should take note of the above technical (quality) evaluation criteria.

- a) All the necessary documentation must be submitted for the Evaluation panel to make an informed evaluation. Evaluation of the Technical (Quality) requirements will be based on the information provided by the bidder.
 1. **Experience:** The experience annexure must be completed. Only list the projects of a similar nature undertaken.
 2. **Expertise:** The qualifications and the capacity of the company/team to undertake the work must be provided for evaluation purposes.
 3. **Methodology:** The bidder must clearly demonstrate how the contract will be managed , detailing a work plan with timeframes and clearly explaining how the works will be

implemented.

- b) Bids that do not meet a minimum score of 60% for each of the criteria listed above will not be considered further.
- c) A minimum total score of 24 points out of 40 must be order for the bid to proceed to the Financial Evaluation.
- d) Bids that do not meet the Technical (Quality) Assessment will not advance to the Financial Assessment.
- e) The bid must include a valid tax clearance certificate.

B. Bill of Quantities

Bidders should include in their proposal a simple bill of quantities. This will be used as a management tool for the implementation of the appointment.

KOUGA MUNICIPALITY

OWNERSHIP DECLARATION

NAME OF TENDERER: _____ CONTRACT ENQUIRY NO.: _____

A. TYPE OF BUSINESS (PLEASE TICK)

CLOSE CORP COMPANY JOINT VENTURE PARTNERSHIP SOLE OWNER

B. NAME OF OWNERS

NAME	I.D. NUMBER	RACE/ CITIZEN	*P.D.I. % OWNED	WOMEN % OWNED	DISABLED	YOUTH	RESIDENTIAL ADDRESS

C. MAIN ACTIVITIES OF BUSINESS (PLEASE TICK)

	MANUFACTURING: ADDRESS OF WORKS: _____
	IMPORTER: COUNTRY OF ORIGIN: _____
	AGENT: NAME(S) OF SUPPLIER: _____

	DISTRIBUTOR: NAME(S) OF SUPPLIER: _____
	CONTRACTOR: _____

D. DETAILS OF PREVIOUS CONTRACT WORKS:

CONTACT REFERENCE	FOR WHOM	CONTACT PERSON (NAME/TEL. NO.)	CONTRACT AMOUNT

E. BANK DETAILS (FOR FUTURE ELECTRONIC BANK TRANSFERS)

NAME OF BANK	BANK A/C NO.	BRANCH CODE NO.
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I declare that the information in this annexure is true and correct in all respects.

SIGNATURE: _____ CAPACITY: _____

ADDRESS:

TEL. NO.: _____ FAX NO.: _____

TO BE SIGNED BY COMMISSIONER OF OATHS

I DECLARE THAT THE ABOVE DECLARATION WAS MADE BEFORE ME.

NAME OF COMMISSIONER: _____ I.D. NO.: _____

SIGNATURE: _____

FALSIFICATION OF INFORMATION FURNISHED, WILL RESULT IN DISQUALIFICATION OF TENDER
(REFER MUNICIPAL PROCUREMENT POLICY, PARAGRAPH 8 ITEM 10 AND PARAGRAPH 9 ITEM 11)

NOTE : THIS PAGE REQUIRES FULL SIGNATURES BY BOTH THE DEPONENT AND THE COMMISSIONER OF OATHS.

SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The Tenderer shall list below the contracts undertaken by him during the past five (5) years, or contracts at present under construction

Employer (Name, Tel No.)	Consulting Engineer / Responsible official Name, Tel No.)	Nature of Work	Value of Work	Year Completed

SIGNED OF BEHALF OF THE TENDERER:

**Form of Offer and Acceptance
(AGREEMENT)**

OFFER / ACCEPTANCE (TENDERER)

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract to appoint a professional service provider to provide technical support and assistance to achieve Blue Drop Compliance in Kouga Local Municipality.

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning. If any information that service provider will be using for this project during the duration of the contract leaks due to negligence of service provider, he will be held liable and it can be considered as a reason for immediate terminations of contract.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX

IS.....
.....

.....**RAND (in words) INCL VAT;**

R..... **(in figures)INCL VAT**

Tenderer Signature(s) _____

Tenderer Name(s) _____

Capacity_____

(Name and address of organisation)

ACCEPTANCE (EMPLOYER)

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the, Conditions of Contract. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives an appointment letter from Kouga Municipality. Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Employer Signature(s) _____

Employer Name(s) _____

Capacity _____

(Name and address of organisation)

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*. (see definition for 'in the service of the state' at end of this section)

2. Any legal person, having a kinship with persons employed by 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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name

3.2 Identity number.....

3.3 Company Registration Number.....

3.4 Tax Reference Number.....

3.5 VAT Registration Number.....

3.6 CIDB Registration NumberGrading:.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars
.....
.....

3.9 Are you connected with any persons in the service of **YES / NO**
the state?

3.9.1 If so, state particulars.
.....
.....

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

3.10.1 If so, state particulars.
.....
.....

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

3.11.1 If so, state particulars.
.....
.....

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

3.12.1 If so, furnish particulars.

.....
.....

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

3.13.1 If so, furnish particulars.

.....
.....

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

*Definition: In the service of the state means to be ;
a) A member of any municipal council , any provincial legislature or 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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of
: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid;
or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

KOUGA MUNICIPALITY

AUTHORITY FOR SIGNATORY

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on

Mr/Ms

.....

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

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

SIGNED OF BEHALF OF
COMPANY:.....

IN HIS CAPACITY AS:

SIGNATURE OF
SIGNATORY:.....

COMPANY STAMP:

INDEMNITY AGREEMENTS (A)

CONTRACTORS

“I the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of contractual work and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person’s dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work”.

SIGNED:

DATE:.....

WITNESS:

DATE:

WITNESS:.....

DATE:

KOUGA MUNICIPALITY
INDEMNITY AGREEMENT (B)

CONTRACTORS INDEMNITY AGREEMENT

In terms of section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (OHSACT) (as amended) it is hereby agreed that

1. is duly authorised to sign this agreement for and on behalf of

..... (THE CONTRACTOR) and such agreement shall be binding on the contractor.
2. The contractor shall bear full responsibility for ensuring that the provisions of the OHSACT and its regulations are properly implemented in the areas designated for contractual work in respect of all aspects of the work to be undertaken and that all other laws that pertain to that work will also be complied with.
3. The contractor shall be responsible for the well being in relation to health and safety of all persons coming up into such area in accordance with the OHSACT subject to any directives issued by the Municipality.
4. The work to be done for the technical support and assistance to achieve Blue Drop compliance in Kouga Municipality.
5. The area in which the work is to be done is the Kouga Municipal area.
6. The contractor undertakes to report to the Municipality any hazard to health and safety which exists or arises during the contract work in the area concerned and over which the contractor will have no control.
7. All necessary and appropriate safety/health equipment shall be issued by the contractor to all persons working or coming into the area.

Signed Date

For and on behalf of the Contractor

1. Witness Date:

2. Witness Date:

KOUGA MUNICIPALITY

INDEMNITY AGREEMENT (C)

SAFETY REGULATIONS FOR CONTRACTORS

Name of Contractor and Address

.....

.....

.....

15. INTRODUCTION

To ensure that contractors adhere to the Municipality's safety and health requirements, rules have been drawn up for contractors, sub-contractors and their employees to abide by whilst same are on the Municipality's property.

All main contractors shall ensure that any subcontractor employed by them will receive a set of these rules, understand them and adhere to them. Contractors will be held responsible for any breaches of the rules during such time that the contract work is being undertaken.

16. CONTRACT WORK

16.1 The contract work shall be conducted strictly in accordance to that agreed upon and in a safe and responsible manner and to this end, the contractor certifies that he is fully conversant with the provisions of the Occupational Health and Safety Act No. 85 of 1993 (as amended) and that his employees, agents and mandataries have similar knowledge.

16.2 No contractor shall commence work on the company's property unless and until he has received permission to do so from the site Superintendent.

16.3 The contractor hereby certifies that all electrical or mechanical equipment, which will be brought onto the site and used during the course of the contract, conforms to the regulations and is safe to use. Further, the contractor

understands that should it come to the attention of the Municipality's officials/representatives that such equipment does not meet the required standards, the Municipality may order cessation of work until such time as the equipment is repaired satisfactorily.

- 16.4 No excavations of any sort shall be commenced at any time during the contract work or stakes driven into the ground, unless and until permission is granted by the Superintendent.
- 16.5 Before any welding operations or hotwork is commenced, permission should be sought from the Superintendent.
- 16.6 No work shall be undertaken unless it is done by a competent person in terms of the Act or one who is supervised by a competent person.
- 16.7 During the term of contract, the contractor shall take all steps to ensure that the site remains reasonably clear of waste and any hazardous material or substance and on completion of such work, the contractor shall make good and leave the site clean and tidy. Any cost of removal of such waste etc, by the company shall be borne by the contractor.

17. TOOLS AND EQUIPMENT

- 17.1 The contractor shall not be permitted use of the Municipality's equipment save in exceptional circumstances and subject to the authority of the Business Unit Manager. Where such authority has been granted, the use of such equipment will be "at own risk" and the Contractor fully indemnifies the Municipality against liability in this regard.
- 17.2 The contractor shall provide his own tools and equipment and these shall remain under lock and key when not in use and the Municipality shall not be liable for any loss thereof or damage thereto, however caused.

18. REMOVAL OF ITEMS

The contractor and any person engaged in the contract work, shall not remove anything from the site without the permission of the site Superintendent.

19. MOVEMENT ON THE COMPANY'S PROPERTY

The contractor shall advise all those under his control that movement about the property other than in the area of the contract work, is strictly forbidden unless special permission from the Superintendent is first obtained.

20. CLOTHING AND SAFETY APPARATUS/EQUIPMENT

Appropriate clothing shall at all times be worn on site and safety apparatus and equipment used.

21. COMBUSTIBLES AND FLAMMABLE MATERIAL

21.1 No combustibles and/or flammable material will be permitted on or stored on site without permission of the site Superintendent.

21.2 Should the contractor engage in any work that could cause a fire, he should first report it to the site Superintendent.

22. DAMAGE TO PROPERTY

22.1 Should any property belonging to or in the care of the contractor or any person engaged in the contract work be damaged, the Municipality shall not be liable for same, however caused and the contractor fully indemnifies the Municipality in respect thereof.

22.2 Should any property belonging to the Municipality be damaged, such damage should immediately be reported to the Superintendent and the contractor shall be liable to compensate the Municipality should the loss or damage to the said property be as a result of the negligence or otherwise of any person engaged in the contract work.

22.3 Should any property of any other party be damaged through and by way of the contract work, the Municipality shall not be responsible therefore and the contractor indemnifies the Municipality accordingly.

23. ACCIDENTS

Any accident or injury shall be reported immediately to the Superintendent and if reportable in terms of the OHSACT, same shall be reported by the contractor to the inspector and proof of such report shall be given to the Superintendent.

24. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

The contractor shall ensure that no liquor, drugs, dangerous weapons or firearms shall be brought onto the premises.

25. SEARCHES

The contractor and any person engaged in the contract work may at any time be searched by the company's security personnel and all packages, suitcases, etc, must be presented to the access control point for examination prior to being brought onto or taken off the property.

26. OHSACT RESPONSIBILITIES

Further in terms of Section 37(2) of the Occupational Health and Safety Act 1993 (as amended) (the Act) it is hereby agreed that –

- 26.1 In terms of this Section, the contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area of the factory in which the work is to be undertaken for the Municipality by the contractor.
- 26.2 The contractor shall be responsible for the well being, in relation to health and safety, of all persons coming upon/into such area in accordance with that legislation, subject to any directives issued by the Municipality.
- 26.3 The work to be done is for the Repair and Maintenance Civil Engineering Plant & Equipment.
- 26.4 The area in which the work is to be done is the Kouga Municipal area.
- 26.5 The contractor undertakes to report to management of the factory any hazard to health and safety which exists or arises during the contract work in the area concerned and over which the contractor will have no control.
- 12.6 The contractor shall issue all necessary and appropriate safety/health equipment to all persons working or coming into the area.

27. INDEMNIFICATION

The contractor hereby certifies that all contracting workmen recognise the inherent hazards that exist on the property of the Municipality and that the contractor –

27.1 enters the property entirely at its own risk and therefore the contractor waives any claims of whatsoever nature against the Municipality, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is as a result of any negligent act or omission on the part of the Municipality, its employees, agents and/or mandataries or other independent contractors or by third persons or by way of defective equipment or materials supplied by the Municipality, nothing at all excepted and further the contractor;

27.2 hereby indemnifies the Municipality, its employees, agents and or mandataries against any claims from the contractor's employees and/or from any other persons arising and being caused in the manner set out in 13.1 as aforesaid, nothing at all excepted.

I, being the person who is duly authorised as the contractor hereby acknowledge and accept the above terms and agree that the contractor and all persons engaged on the said contract work shall adhere to all the above rules.

.....
SIGNATURE OF THE CONTRACTOR

.....
DATE

WITNESS :

WITNESS:.....

DATE :

DATE :

KOUGA MUNICIPALITY
CONSUMER ACCOUNT - (RATES AND SERVICES)
DECLARATION

I, the undersigned, hereby declare that the municipal account of my business as well as the members' municipal accounts are paid up or that acceptable arrangements have been made with the Office of the City Treasurer to settle overdue accounts. **Please attach latest municipal billing certificate.**

NAME OF COMPANY	ADDRESS	MUNICIPAL A/C NO.

<i>NAME OF MEMBER</i>	ADDRESS	MUNICIPAL A/C NO.
1.		
2.		
3.		
4.		
5.		

I confirm that the above information is correct.

SIGNATURE OF TENDERER:

CAPACITY (OWNER/PARTNER/MANAGER, ETC.):

COMPANY STAMP:

POINT ALLOCATION

		UP TO R500 000	ABOVE R500 000
		80/20	90/10
A	Price	80	90
B			
	HDI		
	i) no franchise	8	4
	ii) female	4	2
	iii) disability	4	2
	iv) Located in a Kouga Area	4	2
		100	100
	POINTS	100	100