



Knysna Municipality is inviting quotations from suitable service providers for the services described below. Category – Contractors: CIDB

(For publication on the Knysna Municipality website & notice boards)

ADVERTISEMENT DATE:	23 July 2015
RFQ NUMBER:	39/2015/16
DESCRIPTION OF GOODS/SERVICES:	ERECTION OF FENCES IN THE NORTHERN AREAS, KNYSNA MUNICIPALITY
RFQ DOCUMENTS ARE OBTAINABLE FROM:	Supply Chain Management Section Clyde Street Knysna or Knysna Municipality website: www.knysna.gov.za (Council adverts >Quotations)
CLOSING DATE: TIME:	Friday 07 August 2015 12:00
SUBMISSIONS:	Sealed quotations clearly marked, “ RFQ 39/2015/16: Erection of fences ”, can be submitted: By hand to: Supply Chain Management Section Knysna Municipality Clyde Street Knysna By fax to: 086 650 1415 By email to: procurement@knysna.gov.za Contact person: Sandra Fourie (Tel: 044 302 6328) Electronic bid documents must reach the Supply Chain Management Section before the closing time.
COMPULSORY REQUIREMENTS:	A compulsory clarification meeting for all Bidders will be held on Wednesday, 29 July 2015, @ 13h00 at the Municipality’s Committee Room in Clyde Street. Interested contractors must be registered with the CIDB (1SQ or higher)
TECHNICAL ENQUIRIES:	Department : Sintec Engineering Consultants Contact Person : Ronnie Correia Email : ronniec@sintecknysna.co.za Tell : 044 382 7680

The following conditions will apply:

- Price(s) quoted must be valid for at least thirty (30) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT when applicable.
- Attached KMBD6.1 must be completed to qualify for B-BBEE Status Level of Contribution.
- Tax Clearance Certificate or Sufficient Evidence that Tax matters are raised with SARS must be attached.
- An original or certified copy of B-BBEE Certificate must be attached to qualify for points.
- Price must include all related expenses, i.e. transport, accommodation etc.
- Attached KMBD 4 document must be completed.
- Status of Municipal accounts must be submitted
- Bidders must insist on an Official order.
- Only an Official order and appointment letter will bind the Council

**MUNICIPAL MANAGER
GS EASTON**

The Knysna Municipality is implementing an online purchasing management system. This system allows vendors to register online, receive automated alerts via e-mail and will eventually allow vendors to submit bids electronically. All opportunities >R30 000 (RFQ’s and Tenders) are processed through our online system. To register go to www.knysna.gov.za – Council adverts – Supply Chain Management – SCM e-mail list – complete info and click on submit form. Enquiries may be directed to: nmlisana@knysna.gov.za



KNYSNA MUNICIPALITY

RFQ 39/2015/2016: ERECTION OF FENCES IN THE NORTHERN AREAS, KNYNSNA MUNICIPALITY

The Knysna Municipality is inviting quotations from suitable service providers for the supply of materials and erection of galvanized wire fencing in the Knysna northern areas

Interested contractors must be registered with the CIDB (1SQ or higher).

A set of tender documents can be obtained at no cost from the Knysna Municipality

Queries relating to the issue of these documents may be addressed to Mrs.Sandra Fourie at Tel No 044-302 6300

A compulsory clarification meeting for all Bidders will be held **on Wednesday, 29 July 2015, @ 13h00 at the Municipality's Committee Room in Clyde Street.**

All partners of the joint ventures shall attend. Prospective bidders that arrive 15 minutes late or more after the commencement of the meeting will not be allowed to attend or to sign the attendance register

The bids are subject to the Preferential Procurement Policy Framework Act 2000, the Preferential Procurement Regulations 2011 and Council Preferential Procurement Policy adopted in terms of Section 2 of the Act .The 80/20 preference point system will be applied.

This tender will be evaluated on the following qualifying functionality criteria and tenderers that score less than 60 out of 100 points will be considered as non-responsive. Qualifying Criteria and weight:

1. General works: Contracts completed (50 points).
2. Experience carrying a weight of 30 points
3. Full description of works to be done detailing the resources carrying a weight of 20 points

The closing time for submission of bids is **12h00 on Friday, 07 August 2015**. Bids must be sealed in an envelope clearly marked with the RFQ number and title given above, and placed in the **RFQ box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, before the latter time and latest date. Telephonic, facsimile, e-mail and late bids will not be accepted. Bids must remain valid for a period of ninety (90) days after the closing date of the bid.

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

Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Bid Data.

GS Easton
Municipal Manager

CONTRACT DATA

A BACKGROUND

Erection of safety fences on top of retaining walls exceeding 1.2 m in height.

The works will include the following (but not limited):

- Excavation for the installation of wooden poles
- Stabilize backfill material with cement,
- Installation of galvanized mesh as detailed on drawing

THE TENDERER SHALL TAKE NOTE THAT THE CONTRACT SHALL BE FOR THE SUPPLY OF LABOUR AND MATERIALS COMPLETE (Each tenderer will be assessed on his plant and tools that he has to his availability to execute the works i.e. wheel barrows, spades, transport etc.)

B CONDITIONS OF CONTRACT

Only those tenderers who satisfy the following eligibility criteria are eligible to have their tenders evaluated:

- **Contractors who has a valid CIDB 1 SQ grading designation**

The contract shall be a direct contract between the Knysna Municipality and the prospective contractor/s and the General Conditions of Contract 2010 shall be the Joint Building Contracts Committee (JBCC)'s Minor works Agreement (JBCC Series 2000 Edition 4 of August 2007).

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

2.0 Security and Guarantees: None

10.0 Final Completion and Latent Defects Liability:

10.2 to read: "The defects liability period of **NINETY (90)** calendar days shall commence....."

C CONTRACT DATA

The contract data contains all variables referred to in the Minor Works Agreement that are the responsibility of the Employer in order for the tenderer to complete this expression of interest. The clause numbers correspond with the JBCC Minor Works Agreement Contract Data EC (July 2007).

1.0 Contracting and other parties:

1.1 The Employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:

Location of RFQ box: **SCM Offices, Queen Street, KNYSNA MUNICIPALITY**

Physical address: Queen Street, Knysna.

Identification details: **RFQ 39/2015/2016**: The closing time for submission of tender offers is **12h00 on Friday, 07 August 2015**.

The tender offer, validity period is 90 days.

- 1.2 The Principal Agent: Sintec Engineering Consultants
26 High Street
Knysna:
Tel. no.: 044 – 382 7680
- 1.3 Agent 1: Mr. Mawethu Penxa
Department: Planning & Integrated Services
Knysna Municipality
Tel. no.: 044 – 3026300
- 1.4 The principal agent is responsible for the preparation of the contract data schedule and must be contacted should the tenderer be uncertain of the information provided or to be approved. Failure to complete the contract data schedule in full may result in the tender being disqualified.
- 1.5 **BID CRITERION & PROCUREMENT POLICY**

All bids will be evaluated in TWO STAGES (2).

Stage 1: Will be evaluated on the following criteria and tenderers that score less than 60 out of 100 points will be considered as non-responsive. Evaluation criteria and weight:

- General building works: Contracts completed (50 points).
- Experience carrying a weight of 30 points
- Full description of works to be done detailing the resources carrying a weight of 20 points

Stage 2: Preference Points, Price and B-BBEE Level of Contribution as per the Preferential Procurement Regulations, 2011.

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, 2011.

2 PRE- QUALIFICATION: FUNCTIONALITY

- (a) Tenders will be pre-evaluated on the criteria as set out under (f).
- (b) Bidders that score less than **60 out of 100** points for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on preference points.
- (c) Unclear or incomplete information provided will result in no points being allocated.
- (d) The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.
- (e) Bidders must therefore ensure that all information is provided.
- (f) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	General building works: Contracts completed	50	
2	Number of years in construction	30	
3	Experience with full description of the works and indicating resources	20	
	TOTAL	100	

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

Criterion 1: General Building works: Contracts completed

- (a) A maximum of **50 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:

Description	Maximum points	Bidder Score
No relevant contracts listed.	0	
Up to 3 relevant contracts	15	
More than 3 up to 5 relevant contracts.	30	
More than 5 relevant contracts.	50	
	Total	

- i. In order to claim points for the above, bidders must submit the following information as well as documentary proof:
 - a. Information of how long the business is in existence supported by Company or Business registrations documents.

- b. Detailed list of information containing:
 1. Names of previous clients.
 2. Description of work performed and when it was performed
 3. Duration of previous contracts.

Points will only be awarded for relevant experience.

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Knysna Municipality and/or professional consulting engineer overseeing this project.

- Bidders should provide the name and contact details of at least three references to which the required service or relevant experience has been or is being provided:

Client	Contact Person & Client	Telephone number	Nature of the works	Contract Value
1.				
2.				
3.				
4.				
5.				
6.				

Criterion 2: Number of years in construction

- A maximum of **30 points** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee and/or professional consulting engineer based on the information provided and will be split as follows:

Description	Maximum points	Bidder Score
Up to 1 year's relevant experience.	5	
More than 2 years up to 4 years relevant experience.	10	
More than 4 years up to 6 years relevant experience.	20	
More than 7 years relevant experience.	30	
	Total	

- In order to claim points, bidders must also submit with the tender document details of proof of residence.
- These references should not be older than three (3) years.
- If the references are unable to provide information on local business enterprise, no point will be awarded for that particular reference.

Criterion 3: Full description of the works listing resources

- (a) A maximum of **20** points will be awarded based on the information provided.
- (b) A detailed list of equipment owned, as stipulated above, must be submitted with the tender and be allocated for this Tender and available at any time for inspection by the Municipality. Failure to do so will be seen as fraud – e.g. submission of false information.
- (c) An affidavit certifying that bidders do in fact own machines/vehicles as stated above may be requested from bidders.
- (d) If equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier as well as the type of equipment must be submitted with the tender document.

Equipment	Owned (Maximum Points)	Rent/Hire (Maximum Points)	Bidder Score
1. LDV Vehicle / Bakkie / Truck with Trailer(Please provide proof of registration) Please list details:	8	4	
2. Ladders Please list details:	4	2	
3. Health & Safety: PPC (e.g. reflective clothing, gloves etc.) Please list details:	4	2	
4. Profiles, levels, builder's squares Pick, Rake, Broom, Bucket Straight Edge & Measuring tape & spades Please list details:	4	2	
TOTAL	20	10	

- (e) A detailed list of equipment owned, as stipulated above, must be submitted with the tender and be allocated for this Tender and available at any time for inspection by the Municipality. Failure to do so will be seen as fraud – e.g. submission of false information.
- (f) An affidavit certifying that bidders do in fact own machines as stated above may be requested from bidders.
- (g) If equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier as well as the type of equipment must be submitted with the tender document.

Tender offers will only be accepted if:

- a) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges or will enter into mutual agreement to have any outstanding charges paid,

- b) the tenderer or any of its directors is not listed on 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;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management Supply System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- d) the tenderer has **completed the Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderers ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- e) **The tenderer has in his or her possession an original valid VAT Clearance Certificate issued by SARS, B-BBEE Certificate and is registered with CIDB,**
- f) The number of paper copies of the signed Contract to be provided by the Employer is one.

The additional conditions of tender are:

1.9.1 The Employer shall, in the adjudication

1.9.2 of the tender, apply the requirements of Preferential Procurement Policy Framework Act, 5 of 2000, the Regulations proclaimed in Government Gazette 868 of 30 May 2005 and the Supply Chain Management Policy of the Knysna Municipality adopted by the Council on 30 November 2005 to give effect to the requirements of section 217 of the Constitution of South Africa, 1996, as well as the Local Government Municipal Finance Management Act, 56 of 2003.

1.9.3 Sufficiency of Documents

Before the submission of any tender, the Tenderer should check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or writing indistinct, or if the Schedule of Quantities contains any obvious errors, the Tenderer must apply to the Engineer at once to have the same rectified, as no liability will be admitted by the Employer or the Engineer in respect of errors in any tender arising out of any matter referred to in this paragraph

1.9.4 Submission of Tender

The Tenderer, in submitting his tender, must comply with the following requirements:

- i. The binding of the tender documents must remain intact and no portion of the documents may be detached.
- ii. All entries and insertions made by the Tenderer in the tender document must be made in **BLACK INK**.
- iii. The tender must be made out on the Tender Form bound into the tender documents.
- iv. The tender documents must be completed in all respects, must be signed and accompanied by the drawings, sealed in an envelope which must be endorsed and delivered in accordance with the instructions contained in the Letter of Invitation to Tender.

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1.9.5 Additional Information

Only information given formally in writing to the Tenderer by the Engineer during the tender period will be regarded as binding on the Contract. Verbal information, given during the site inspection or at any other time prior to the award of the Contract, will not be regarded as binding in the Contract

1.9.6 Currency

All prices quoted are in the currency of the Republic of South Africa and exclude for VAT.

1.9.7 Tender Acceptance

The lowest, highest ranked submission will not necessarily be accepted and the Municipality reserves the right to accept any submission wholly or partially.

1.9.8 Preliminary Health and Safety Plan

Tenderers shall note that all works pertaining to the construction of the housing units shall be subject to the requirements of the construction regulations and the National Health & Safety Act. The Tenderer has the necessary competencies and resources to carry out the work safely.

1.9.9 Non-Compliance with these Conditions

Failure to comply with the letter of these Conditions of Tender will result in the tender being rejected; provided that where the Employer has discretion, in terms of his tender regulations or otherwise, the tender may be considered.

D Contract and Site Information

- 2.1 The law applicable to this document: Republic of South Africa
- 2.2 Works identified (LABOUR & MATERIAL. The rate stipulated shall include for all labour, preliminary & general costs, mark-ups, workman's compensation and any other costs deemed necessary to complete the erection of the fences as specified and indicated on the attached drawings no. **220-FD-01**
- 2.3 Description: Erection of fencing top of retaining walls
- 2.4 Possession of the site to be given: within 30 days of tender closure,
- 2.5 Period for the commencement of the works after the contractor takes possession of the site: 5 calendar days,
- 2.6 Waiver of the Contractors Lien: Not applicable,
- 2.7 Existing premises: The foundation structure shall be constructed by others prior to possession of the site.

- 2.8 Provision of temporary services:
 - 2.11.1 Water: Employer
 - 2.11.2 Electricity: Contractor
 - 2.11.3 Telecoms: Contractor
 - 2.11.4 Ablutions: Contractor

3.0 INSURANCES AND SECURITIES

Proof of the following insurance to be provided by the contractor:

- 3.1 Support insurance to the full value of the contract
- 3.2 Public liability insurance
For the sum of: R 2,000,000.00
- 3.3 Contract works insurance to the full value of the contract

Proof of the insurance may also be a letter from an insurance company stating that cover will be provided to the successful contractor.

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

4.1 N/A.

5.0 DOCUMENTS AND GENERAL

- 5.1 Changes made to JBCC standard documents YES
- 5.2 works undertaken by direct contractors NONE
- 5.3 Interim payment certificates to be issued by:

5.5.1 The Contractor to the Engineer on a **weekly basis**.

5.5.2 A **retention fee of 10 %** shall be deducted

5.5.3 **Payment is per linear meter, completed**

5.5.4 Measurable item will be paid accordingly

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block has solicited offers to enter into a contract for the procurement of:

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

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

THE OFFERED TOTAL OF THE PRICES (THE TENDER SUM) INCLUSIVE OF VALUE ADDED

TAX IS
.....
.....
.....
.....Rand (in words),

R (in figures) (or other suitable wording)

This offer may be accepted by the Employer to signing a copy of the acceptance part of this Form of Offer and Acceptance and sending it under cover of a separate letter 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) by Tenderer:.....

Name(s) of tenderer:.....

In his Capacity as:

Tenderer:
(Name and address of organization)

Witness:(Full name and signature)

Date:

ACCEPTANCE

By signing this part of the form of offer and acceptance, the Employer identified below accepts the Tenderers 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 Tenderers offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1 - Agreement and contract data, (which includes this agreement)
- Part C2 - Pricing data
- Part C3 - Scope of work
- Part C4 - Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during the process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall after receiving the Employer's letter of notification of acceptance of his offer, deliver to the Employer's agent (whose details are given in the contract data), within such time(s) as stated in the Contract Data, any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect when the Tenderer receives the Employer's letter of notification of acceptance accompanied by a signed copy of this form of Acceptance and completed Schedule of Deviations. 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.

Signature(s) for Employer: Names:.....

In his Capacity as:

For the Employer:

For the witness: Date:.....
(Full name and signature)

Contact Details of Tenderer

The name of the Tenderer is

The name of the contact person is

The address of the Tenderer is:

Telephone: _____

Facsimile: _____

E-mail: _____

Address (physical): _____



KMBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R200 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION20.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with

the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.16 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution... = (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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 Total number of years the company/firm has been in business?

8.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

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

2.

DATE:.....

ADDRESS:.....

KMBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, 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 yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE OF QUANTITIES

RFQ 39/2015/2016 – ERECTION OF FENCES IN THE NORTHERN AREAS, KNYSNA MUNICIPALITY

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
1	Site establishment including:				
	<ul style="list-style-type: none"> - Security fence - Storage facilities - Ablution facilities - Security - Insurance, etc 	SUM	-	-	
2	Note: All wooden poles to be H3 treated				
3	Supply and install 2.1m long x 100 mm diameter wooden poles including excavation, compaction and cement stabilization of the back fill material in accordance with detailed attached drawing	No.	400		
4	Supply and install 1.8m long x 75 mm diameter wooden poles including excavation, compaction and cement stabilization of the back fill material in accordance with detailed attached drawing	No.	50		
5	Supply and installation of well stretched 3.15 mm diameter galvanized wire	M	1 800		
	Supply and install galvanized welded fence (100 x 50 mm), 6 width u- nails to the poles.	M	600		
6	Removal of site establishment and clean-up site	SUM	-	-	
7	SUB-TOTAL				
8	ADD 10% CONTIGENCIES				

9	SUB-TOTAL				
10	ADD 14% VAT				
11	AMOUNT CARRIED TO TENDER OFFER				

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

SUMMARY OF CONTENTS

Section	Title
1	Introduction
2	Reference Documents
3	Definitions
4	Responsibilities
5	Objectives and Targets
6	Implementation of the OHS specification
7	Application of the OHS Specification
8	OHS Practices

1. Introduction

Purpose and Scope

This document describes the requirements of compliance to which the PRINCIPAL CONTRACTOR/CONTRACTOR is to adhere in relation to the scope of work rendered to the KNYSNA MUNICIPALITY.

This document defines the minimum management requirement that is to be implemented by the PRINCIPAL CONTRACTOR/CONTRACTOR for the management of Health and Safety on the project.

The aim of this document is to present the health and safety aspects that needs to be controlled and managed on the project.

2. Reference Documents

- Occupational Health and Safety Act. (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act. (Act No. 130 of 1993)
- Client Health and Safety Specification
- Construction Regulations 2014

3. Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction /Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2014):

Means any work in connection with –

- a. The construction erection, maintenance, alteration, renovation, repair, demolition, or dismantling of or an addition to a building or any similar structure.
- b. The construction erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, cleaning of land, piling, or any similar civil engineering structure or type of work.

Identification and Risk Assessment and Risk Control

Means a documented plan, which identifies hazards assesses the risks and detailing the control measures and safe working procedures, which are to be adhered or used too, to mitigate and control the occurrences of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the PRINCIPAL CONTRACTOR/CONTRACTOR for the construction of works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the PRINCIPAL CONTRACTOR/CONTRACTOR, and approved for such use the Engineer and the Client.

The Act.

Means, unless the context indicates otherwise, the Occupational Health and Safety Act. 1993

Hazards (as defined by OHSA)

A source of exposure to danger (source which may cause injury or damage to persons, or property)

Risk (OHSA)

Means the probability or likelihood that an injury will occur

PRINCIPAL CONTRACTOR (as defined by the OHSA, Construction Regulations 2014)

Any person appointed in writing by the CLIENT to supervise a project. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

An employer appointed by Client to perform construction work.

Hazardous Chemicals Substances (as defined by OHSA)

Any toxic, harmful, corrosive irritant or asphyxia substance, or a mixture or substances for which an occupational exposure limit is prescribed or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant, including but not limiting to, cranes, piling, frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

CONTRACTOR (as defined by the OHSA, Construction Regulations 2014)

Means an employer who performs construction work

CLIENT(as defined by the OHSA, Construction Regulations 2014)

Refers to KNYSNA Municipality for whom the construction work is being performed

Health and Safety Program

Encompasses the PRINCIPAL CONTRACTOR / CONTRACTOR safety planning spreadsheet.

Health and Safety Plan(as defined by the OHSA, Construction Regulations 2014)

Means a site, activity/project specific documented plan in accordance with the client's health & safety specs.

A document with a content that addresses hazards identified and includes safe work procedures to mitigate or reduce or control the hazards identified.

Health and Safety File (OHSA, Construction Regulations 2014)

Means a file or other record containing the information in writing required by those regs)

A file or other records in permanent form, containing the information required as contemplated in the regulations. And shall be forwarded to the KNYSNA MUNICIPALITY on completion of the project.

4. Responsibilities

4.1. Notification of Intention to Commence Construction Work

It is essential for the PRINCIPAL CONTRACTOR/CONTRACTOR to notify the Provincial Director of the Department of Labour, immediately upon receiving the Letter of Acceptance of a project commencing, with the following requirements:

- The demolition of a structure exceeding a height of 3 meters
- The use of explosives to perform construction work
- The dismantling of fixed plant at a height greater than 3 meters
- The work exceeding 30 days or that will involve more than 300 persons
- Excavation work deeper than 1 meter
- Working at height greater than 3 meters above ground

A copy of the notification letter to the provincial Director must be forwarded to KNYSNA Municipality for record keeps.

4.2. Assignment of PRINCIPAL CONTRACTOR/CONTRACTOR's responsible person

The PRINCIPAL CONTRACTOR/CONTRACTOR shall appoint in writing a Contracts Manager and a Construction Work Supervisor as a minimum prior to commencing work on site and copies of all the appointment letters of the responsible persons shall be forwarded to KNYSNA MUNICIPALITY or the appointed representative.

4.3. Safety Officer Appointment

The appointment of a full-time safety officer is optional, however it is compulsory to provide the name and CV of your elected part-time safety officer to KNYSNA MUNICIPALITY prior work commencing on site. The safety officer shall be tasked with monthly inspections of the site, the results of which shall be forwarded to KNYSNA MUNICIPALITY or the appointed representative.

4.4. Risk Assessment Competent person

The PRINCIPAL CONTRACTOR/CONTRACTOR shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

4.5. Health and Safety Plan

The PRINCIPAL CONTRACTOR/CONTRACTOR shall provide to KNYSNA MUNICIPALITY, a Health and Safety Plan in accordance with the specifications. The Health and Safety Plan shall be submitted for approval to KNYSNA MUNICIPALITY prior to the project commencing on site.

4.6. Health and Safety Representatives

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that at least one Health and Safety Representative be nominated and trained to carry out his/her functions in his area of responsibility. This shall also be required in areas where

at least 1 rep for every fifty (50) employees are engaged in activity. The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that employees elected shall be designated in writing for a specific area and period of time. The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for KNYSNA MUNICIPALITY auditing purpose and that deviations recorded are reported to the responsible supervisor within 24 hours so that appropriate action can be taken.

Sect 17 (OHSA): 17 (1) : Every employer who has more than 20 employees shall appoint H&S Rep [1:50]
 17 (6) : If an inspector is of the opinion that number of health and safety representatives for any workplace or Section thereof, including a workplace or section with 20 or fewer employees, is inadequate, he may by Notice in writing direct the employer to designate such number of employees as the inspector may determine As health and safety representatives for that workplace or section thereof in accordance with the arrangements and procedures referred to in subsection (2).

5. Objectives and Targets

The PRINCIPAL CONTRACTOR/CONTRACTOR shall include in the Health and Safety File the objectives and targets for the project.

6. Implementation of Occupational Health and Safety Specification

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that KNYSNA MUNICIPALITY's health and safety plan is implemented on the project and must be submitted to KNYSNA MUNICIPALITY or the appointed representative for approval.

7. Application of the Occupational Health and Safety Specification

7.1. Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Constr.Regis 2014 (subreg 7(1)(c)(iv) : A principal contractor must on appointing any other contractor , in order to ensure compliance with the provisions of the Act ensure prior to work commencing on site that every contractor is registered & in good standing with the compensation fund / with a licensed compensation insurer as contemplated in the COIDA, 1993.

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure a LETTER OF GOOD STANDING is provided to KNYSNA MUNICIPALITY or the appointed representative prior to work commencing on site for reference purposes as proof of good standing.

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure all other appointed also comply with the above requirements defined in the CIODA.

7.2. Occupational Health and Safety Policy

The PRINCIPAL CONTRACTOR/CONTRACTOR's health and Safety Policy is to be attached to the Health and Safety File for review by KNYSNA MUNICIPALITY or the appointed representative.

7.3. Hazard Identification Risk Assessment

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that Hazard Identification Risk Assessment (HIRA) forms the basis of all work to be conducted on site and a preliminary Task Risk Assessment be submitted for approval to KNYSNA MUNICIPALITY or the appointed representative prior to work commencing on site.

The PRINCIPAL CONTRACTOR/CONTRACTOR must ensure that training forms part of the HIRA process and proof of training attendance is made available to KNYSNA MUNICIPALITY or the appointed representative upon request. The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that a HIRA team be established comprising members as follows, but not limited to:

- Health and Safety Representatives
- Health and Safety Committee Member if applicable
- Management Representative (PRINCIPAL CONTRACTOR)
- Person with skill/knowledge of task to be performed

Method statement or Safe Work Procedures must form part of the HIRA Process and must be conducted in conjunction with the HIRA Process described above.

7.4. Health and Safety Training

Training of personnel is a legal requirement and a necessity and is required of the PRINCIPAL CONTRACTOR/CONTRACTOR to provide KNYSNA MUNICIPALITY a training Matrix which must be included in the Health and Safety File to be submitted prior work commencing on site.

Training should include the following but is not limited to:

7.4.1. Induction Training

Induction training must be attended by all PRINCIPAL CONTRACTOR/CONTRACTOR's employees and the records of attendance must be kept as proof for KNYSNA MUNICIPALITY or the appointed representative upon request.

7.4.2. Awareness Training(Toolbox Talks)

Weekly awareness training must be conducted and records of these must be made available to KNYSNA MUNICIPALITY or the appointed representative upon request.

7.4.3. Competency

Training identified through the HIRA Process and conducted through this process shall be kept on file as proof of competency and must be made available to KNYSNA MUNICIPALITY or the appointed representative upon request. (This shall include operator competency training and assessment)

Erection of scaffolding (if applicable)

7.4.4. First Aid and Health & Safety Rep. Training

The PRINCIPAL CONTRACTOR/CONTRACTOR shall provide proof of competency of all First Aiders and/or Health and Safety Representatives elected and designated, including first aiders to KNYSNA MUNICIPALITY or the appointed representative, which must be available on site for auditing purposes.

7.5. General Record Keeping

The PRINCIPAL CONTRACTOR/CONTRACTOR must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by KNYSNA MUNICIPALITY or the appointed representative.ConstrRegs 7(1)(d)

In accordance with the requirements set out in the Construction Regulations 2014 and the requirements set out in KNYSNA MUNICIPALITY's Specification the PRINCIPAL CONTRACTOR /CONTRACTOR must ensure a copy of all Health and safety records generated during the course of construction are handed over to KNYSNA MUNICIPALITY upon completion of the project.ConstrRegs 7(1)(e)

7.5.1. General Inspection, Monitoring and Reporting

The PRINCIPAL CONTRACTOR/CONTRACTOR shall comply with the requirements set out by KNYSNA MUNICIPALITY. Must also provide KNYSNA MUNICIPALITY with a safety management action plan upon which the dates of inspection and training awareness will be conducted and monitored.

The PRINCIPAL CONTRACTOR/CONTRACTOR shall keep all records of inspection and investigation undertaken during the contract for the specified legal period as defined in the OHS Act and Regulations.

7.5.2. Internal Audits

Internal Audits shall be conducted a minimum once per month by KNYSNA MUNICIPALITY or the Client Safety Agent.

The results shall be tabled and discussed at the joint Health and Safety Committee meetings. The PRINCIPAL CONTRACTOR/CONTRACTOR must conduct its own internal audit, the results of which must be submitted to KNYSNA MUNICIPALITY monthly.

7.6. Incentives

Incentives are left to the discretion of the PRINCIPAL CONTRACTOR/CONTRACTOR.

7.7. Penalties

Non-compliances with KNYSNA MUNICIPALITY safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Cost will be Borne by the PRINCIPAL CONTRACTOR /CONTRACTOR.

7.8. Emergency Procedures

The PRINCIPAL CONTRACTOR/CONTRACTOR must make available to KNYSNA MUNICIPALITY detailed Emergency Plan to tie into the evacuation plan.

7.8.1. First Aid Box and Contents (OHS Act, Gen Safety Regs 3) *OHS Act, General Safety Regs 3(4)*

The PRINCIPAL CONTRACTOR /CONTRACTOR must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged in the project. The First Aid attendant must be trained in accordance with the requirements set out in the OHS Act with a recognized and accredited service provider as defined above.

The PRINCIPAL CONTRACTOR /CONTRACTOR must ensure that the first aid box is adequately accessible at all times.

7.8.2. Accident and Incident Reporting and Investigating

Should an accident or incident occur, the PRINCIPAL CONTRACTOR /CONTRACTOR shall conduct an investigation into the incident, and must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHS Act requirements.

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings, and must also ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHS Act.

Should there be an incident KNYSNA MUNICIPALITY must be notified within 24-hours, of the occurrence. KNYSNA MUNICIPALITY reserves the right to participate in all investigations.

All OHS Act Section 24 incidents must be reported to Dept of Labour on Annexure 1 (General Administrative Regulations) & Knysna Municipality to be informed.

7.9. Hazards and Potentially Hazardous Chemical Substances

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that all other CONTRACTORS are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

The PRINCIPAL CONTRACTOR/CONTRACTOR must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore must ensure that all chemicals brought on site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemicals.

7.10. Personal Protective Equipment/Clothing

The PRINCIPAL CONTRACTOR/CONTRACTOR shall comply with OHS Act requirements to provide P.P.E. and shall through the HIRA process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference OHS Act, General Safety Regulations 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the PRINCIPAL CONTRACTOR/CONTRACTOR. Adequate training in the use of PPE will be provided to all employees, and a proof of training shall be kept at the office for audit purposes. (disciplinary action to be considered after investigation)

Overalls and Hard hats shall be identifiable. Visitors shall wear PPE during their visit on site

7.11. Safety Signage

The PRINCIPAL CONTRACTOR/CONTRACTOR must assess the Health and Safety Signage requirements in conjunction with the HIRA's conducted and place the signage at strategic position on the site works accordingly., and must also maintain the signage to ensure its effectiveness at all times.

7.12. Permits

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that access to the site is restricted to construction personnel.

All attempts must be made to restrict spectator's access.

Access to the site shall be by PRINCIPAL CONTRACTOR/CONTRACTOR's authorization

Special permits for hot work and isolation permits shall be applied for from PRINCIPAL CONTRACTOR/CONTRACTOR's representative prior to commencing with the activity.

7.13. Contractors and Suppliers

The PRINCIPAL CONTRACTOR/CONTRACTOR shall enter into an Agreement with Mandatory in terms of Section 37(2) of the OHS Act 85 of 1993, with KNYSNA MUNICIPALITY and all other CONTRACTOR's appointed by the PRINCIPAL CONTRACTOR.

The PRINCIPAL CONTRACTOR shall also be required to appoint its CONTRACTOR's in accordance with Construction Regulation 5(3)(b)

The PRINCIPAL CONTRACTOR/CONTRACTOR must ensure that all other CONTRACTOR's are issued with KNYSNA MUNICIPALITY's Safety Specification where reasonably practicable, and shall also ensure that CONTRACTORS engaged comply with all the requirements and adhere to the OHS Act requirements set out.

All work shall be stopped in the event of unsafe conditions and activities being observed.

8. Occupational Health and Safety in Practice

8.1. Excavation

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that all activities involving excavation, shoring, dewatering or drainage a Safe Work Procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHS Act and Construction Regulation must comply with the following:

- a. Inspection before shift starts, after heavy rain (inclement weather) and after any major condition which may affect the excavation stability and the findings are to be recorded and kept.
- b. All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation.
- c. The safe work procedure shall be communicated to all employees who may be affected by the work and
- d. Safe work procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- e. For high-risk activities, all personnel working in the excavation shall be attached by means of a life-line
- f. Material excavated shall be removed from the point of excavation.

- g. Ensure stability of adjoining structures.

8.2. Demolition

The PRINCIPAL CONTRACTOR/CONTRACTOR must appoint a competent person in writing to supervise and control all demolition work on site, PRINCIPAL CONTRACTOR must also ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed and provided to KNYSNA MUNICIPALITY or the appointed representative on request.

During the demolition, the competent person shall check the structural integrity of the structure at regular intervals determined in the method statement in order to avoid any premature collapse.

It is important for the PRINCIPAL CONTRACTOR /CONTRACTOR to ensure compliance against requirements of the Construction Regulations 12, as Safety Agent shall conduct adhoc inspections to test for compliance.

8.3. Stacking of Material and Housekeeping

The PRINCIPAL CONTRACTOR/CONTRACTOR must ensure that all stacking will be supervised by a person competent and appointed in writing to supervise over activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by Safety Agent during monthly audits.

8.4. Plant and Machinery

8.4.1. Construction Plant

- All plant /site must comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Records of service and maintenance of the vehicles must be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The PRINCIPAL CONTRACTOR /CONTRACTOR shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorized equipment daily; deviations of such inspections shall be recorded.
- All construction plants shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- The PRINCIPAL CONTRACTOR shall ensure that all operators are equipped with the necessary PPE.
- All plants shall be fitted with fire extinguishers where practicable
- All moving equipment shall be secured
- It's the responsibility of principal contractor. Constr.Reg 2014. Subreg.7(8)
- A contractor must ensure that all his / her employees have a valid medical certificate of fitness specific to the construction work to be performed & issued by an occupational Health Practitioner in the form Annexure 3.

8.4.2. Transportation of Personnel

Should it be necessary for the PRINCIPAL CONTRACTOR/CONTRACTOR to transport their personnel to site, only safe vehicular transport must be provided. This shall include proper seating, side restraints and cover.

No personnel shall be permitted to travel on any plant or equipment on site works

Road safety principles shall be adhered to on and off site.

8.4.3. Fire Equipment

The PRINCIPAL CONTRACTOR shall ensure that all firefighting equipment to be used on site complies with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all fire extinguishers shall be depicted with the required pictograms.

- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.
- The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that all employees are adequately trained in the safe use of the extinguisher and proof of training is kept on site for inspection by the Client / Safety Agent.
- PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that a person is appointed to inspect the extinguishers on a monthly basis and the results are entered into a register designed for that purpose.

8.4.4. Ladders and Ladder Work

The following requirements shall be complied with regarding ladders and ladder work:

- Ladders shall be clearly numbered and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, the wooden ladder shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending.
- Ladders shall be inspected a minimum once per month by the appointed person.

8.4.5. General Machinery

In accordance with General machinery Regulation 2(1) the PRINCIPAL CONTRACTOR/CONTRACTOR shall:

- Ensure a competent person be appointed as defined in the above clause from OHS Act. 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- Shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a) as and when required.
- Shall ensure that records are maintained of all services conducted.
- Shall provide to the CLIENT a copy of the above appointment prior to work commencing on site.

8.4.6. Portable Electrical Tools/ Explosive Power Tools

The PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure the following procedure is adhered to regarding Portable Electrical Tools and explosive Powered Tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspection on the equipment.
- Persons competent to inspect the equipment must be appointed in writing.
- Persons must be trained to operate such equipment and must be appointed and shall be the only one authorized to operate the equipment.
- Shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Work Procedure.
- All users shall undergo regular awareness training to ensure compliance.
- Shall ensure the required PPE is provided and maintained.

8.4.7. Public Health and Safety

In the interest of public safety, the PRINCIPAL CONTRACTOR/CONTRACTOR shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

8.4.8. Night Work

Night work shall only be conducted upon approval of the CLIENT, with the same safety standards being applied for these activities as with day work activities.

8.4.9. Facilities for safe Keeping /eating areas

The PRINCIPAL CONTRACTOR /CONTRACTOR shall ensure that adequate facilities are provided for personnel on site. The areas provided shall be as follows:

- Sufficient seating
- Seating undercover
- Protected change room
- Toilets
- Hand wash facility
- Portable water

No food preparation shall be permitted on site and designated areas will be made to allow adequate seating.

Waste bins shall be provided with plastic liners and must be strategically placed and cleared regularly.

