



KNYSNA
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TENDER DOCUMENT

TENDER NO		T 44 OF 2016/17	
TENDER DESCRIPTION		HORNLEE HALL MAINTENANCE	
CLOSING TIME	12H00	CLOSING DATE	10 May 2017
Tender Box: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING CLYDE STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Total Bid Price (Refer to pricing schedule on page)			
B-BBEE Status Level of Contributor			
Preference Points Claimed:			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Prepared and Issued by: Directorate: Finance Supply Chain Management Unit Knysna Municipality PO Box 21. KNYSNA, 6570		For enquiries, contact: Steven Langlands Tel: 044 302 6304	

KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

	CONTENTS OF TENDER DOCUMENT	
NUMBER	HEADING	
THE TENDER		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	
T1.2	Tender Data	
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	
T2.2	Returnable Schedules	
THE CONTRACT		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data	
Part C2: Pricing Data		
C2.1	Pricing Instructions	
C2.2	Schedule of Contract Price	
Part C3: Scope of Work		
Part C4: Site Information		

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

KNYSNA MUNICIPALITY

TENDER NO. T 44 OF 2016/17: HORNLEE HALL MAINTENANCE

Knysna Municipality invites interested tenderers for the maintenance of the Hornlee Hall
The physical address for collection of tender documents is **Supply Chain Management Unit, Finance Building, Queen Street, Knysna.**

A receipt for a non-refundable deposit of **R 237.00** payable by cheque made out in favour of Knysna Municipality is required on collection of the tender documents. Tender documents can be downloaded from the following website: www.knysna.gov.za at no cost. Website navigation is as follow: Information centre – SCM – Tenders.

Technical enquiries relating to the tender documents may be addressed to: Mr Theuns Mynhardt, Tel No. 044 382 6855, e-mail: theuns@tuiniqua.co.za.

A compulsory clarification meeting will be held on **03 May 2017**, Hornlee Community Hall @ 10H00 and no person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s is more than fifteen (15) minutes late.

The closing time for submission of bids is **12h00 on Wednesday, 10 May 2017**. Bids must be sealed in an envelope clearly marked with the bid number and title given above, and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, on or before the mentioned 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. Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.

Bids will be opened on the same day at the Supply Chain Management Section at 12h05. Late or unmarked bids will not be considered.

Bids may only be submitted on the bid documentation that is issued.

Tenderers must have a CIDB contractor grading designation of 2GB or higher.

Tenderers must achieve a minimum of 30 points out of a possible 50

Bids will be evaluated according to the **80/20** preference points system. The bids are subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations 2017.

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.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017).

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

J B DOUGLAS

ACTING MUNICIPAL MANAGER

Clyde Street

KNYSNA

6570



KNYSNA MUNICIPALITY

TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause Number	Tender Data
F.1	General
F.1.1	Actions <i>Add the following:</i>
F.1.2	The Employer is Knysna Municipality Tender Documents <i>Add the following:</i> The following documents form part of this tender: Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnable Documents T2.1: List of Returnable Documents T2.2: Returnable Schedule Part C1: Agreement and Contract Data C1.1: Form of Offer and Acceptance C1.2: Contract Data Part C2: Pricing Data C2.1: Pricing Instructions C2.2: Schedule of Contract Price Part C3: Scope of Work Part C4: Site Information
F.1.4	Communication and employer's agent <i>Add the following:</i> Attention is drawn to the fact that verbal information, given by the Employer/employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents. Name: Mr. S Langlands Address: Clyde Street Knysna, 7570 Knysna Municipality, Community Services Tell: (044) 302 6394 E-mail: slanglands@knysna.gov.za

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following to F.2.1.1:

F.2.1.1: Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.1.1 Tenderers who are registered with the CIBD, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designated determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 1(1B) or 25 (7A) of the Construction Industry Development Regulations, for a 2GB class of construction work, are eligible to have their tenders evaluated. In case of Joint Ventures, Joint Ventures are eligible to submit tenders provided that:

- 1) every member of the Joint Venture is registered with the CIBD;
- 2) the lead partner has a contractor grading designation in the 2GB. Class of construction work and;
- 3) the combined contractor grading designated calculated in accordance with Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a class of construction work or a value determined in accordance with Regulations 25 (1B) or 2GB 25(7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

F.2.7 Clarification meeting

Add the following:

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

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

F.2.12 Alternative tender offers

Add the following to F.2.12.1:

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

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

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

The modified Pricing Data must include an amount equal to 5% of the full amount tendered for the alternative portion of the offer to cover the Employer's costs in confirming the acceptability of the detailed design.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

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

Add the following to F.2.13.3

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

Add the following after the first sentence of F.2.13.4:

- F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to F.2.13.5:

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

Location of tender box: **Supply Chain Management Unit, Finance Building.**
 Physical address: **Queen Street, Knysna**
 Postal address: **P.O. Box 21, Knysna, 6570**
 Identification details: **"Tender No. T 44 of 2016/17: "Hornlee Hall Maintenance".**

Add the following to F.2.13.6:

- F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following to F.2.13.9:

- F.2.13.9 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 **Closing time**

Add the following to F.2.15.1:

- F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Note again that: Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 **Tender offer validity**

Add the following to F.2.16.1:

- F.2.16.1 The tender offer validity period is **90 days**.

Add the following to F.2.18.1:

- F.2.18.1 The tenderer shall provide the following additional information:

- 1) Municipal Rates and Taxes account
- 2) BBBEE Certificate
- 3) Confirmation of financial standing (bank rating) from the Tendering entity's financial institution.
- 4) Registered with compensation commissioner

Add the following to F.2.20.1:

- F.2.20.1 The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

F.2.23 **Certificates**

Add the following:

The tenderer is required to submit the following:

- F.2.23.1 **Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.2.23.2

Bargaining Council Certificates

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.3 The Employer's undertakings

F.3.4

Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1

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

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Tender Office, Supply Chain Management Offices, Queen Street, Knysna, 6570

F.3.5

Two-envelope system

Two-envelope system will not be followed.

F.3.11

Evaluation of tender offers

F.3.11.3

Method 2: Functionality, Price and Preference

Add the following:

Scoring of functionality:

To help in Risk determination functionality will be scored, but the scores will not be added to the Price and B-BBEE final points. Points will be awarded according to criteria below. A minimum functionality score of **30 out of 50** is required in order to move to the next stage where the tenderer will be evaluated on Price and B-BBEE for consideration under the contract.

$$N_Q = (Q_1 + Q_2 + Q_3);$$

where

- N_Q is the total number of tender evaluation points awarded for the functionality (**max 50**);
- Q_1 is the points scored for tenderer's experience on similar previous projects (**max 20**);
- Q_2 is the points scored for the experience of the Contracts Manager (**max 15**);
- Q_3 is the points scored for the qualification of the Site Agent (**max 15**);

Tenderer's relevant experience on Similar previous projects (Q_1):

Points will be scored for the Tenderer's experience in successful completion of similar previous projects. Maximum 20 points will be scored for companies who have successfully completed five (5) or more **similar previous projects**. 2 Points will be awarded for every similar previous project.

Experience of the Contracts Manager (Q_2):

Points will be scored according to the experience of the proposed contracts manager. Maximum 15 points will be scored for a contracts manager who has successfully managed a minimum of 5 projects defined as being similar previous projects with similar contract values (2 points per relevant project). Tenderers must complete the relevant schedule to be eligible for scoring of the relevant points.

Experience of the Site Agent (Q_3):

Points will be scored according to the experience of the proposed site agent. Maximum 15 points will be scored for a site agent who was involved in and has successfully completed a minimum of 5 projects defined as being similar previous projects with similar contract values (2 points per relevant project). Tenderers must complete relevant schedules to be eligible for scoring of the relevant points.

Tenderers must complete Schedules 9 and 11 to be eligible for scoring of the relevant Functionality points. Should the Tenderer not complete the required Schedules, as well as the column in the following table, NO points will be awarded.

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80** points.

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who complete, the following Preferencing Schedule which is included in T2.2: Returnable Schedules:

Schedule MBD6.1: Preferencing Schedule where preferences are granted in respect of HDI Equity

F.3.11.8.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis, in this case 80.

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

Where:

P_s =Points scored for comparative price of bid under consideration
 P_t =Comparative price of bid under consideration
 P_{\min} =Comparative price of lowest acceptable bid

F.3.11.8.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

F3.13 Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- 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 System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- e) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
- f) the tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- h) a tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.
- i) the tenderer or a competent authorised representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.

F.3.18

Provide copies of the contract

Add the following:

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

F.4

Additional Conditions of Tender

The additional conditions of tender are:

F.4.1

Compliance with Occupational Health and Safety Act 1993

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

In this regard the Tenderer shall submit with his tender, appended to Schedule ... : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

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

Annex F (normative)

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9

B-BBEE status level of contributor	Number of points
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

T2.1 List of Returnable Documents

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

1. Returnable Schedules required for tender evaluation purposes

- 1: AUTHORITY TO SIGN A BID
- 2: MBD 2 – TAX CLEARANCE CERTIFICATE
- 3: MBD 4 – DECLARATION OF INTEREST
- 4: SCHEDULE OF WORK EXPERIENCE
- 5: SCHEDULE OF CONSTRUCTION EQUIPMENT
- 6: MBD 6.1 (PREFERENCE POINTS CLAIM FORM FOR PURCHASES/SERVICE)
- 7: MBD 6.2 (LOCAL PRODUCTION AND CONTENT)
- 8: MBD 8 (DECLARATION OF PAST SUPPLY CHAIN PRACTICES)
- 9: MBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)
- 10: MBD 15 (CERTIFICATE OF PAYMENT OF MUNICIPAL ACCOUNTS)
- 11: DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE
- 12: EVALUATION SCHEDULE FOR FUNCTIONALITY
- 13: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER
- 14: OCCUPATIONAL HEALTH & SAFETY AGREEMENT (Upon appointment) Not included in this document

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable)
- An original valid Tax Clearance Certificate issued by the South African Revenue Service (Joint Venture)
- Bargaining Council Certificate - (where applicable)
- Health and Safety Plan – (Upon appointment) Not included in this document

3. Returnable Schedules that will be incorporated into the Contract

- 15: MBD 7.1 (CONTRACT FORM – GOODS)
- 16: DATA BASE REGISTRATION
- 17: DECLARATION OF TENDERER

4. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

5. C1.2 Contract Data (Part 2)

6. C2.2 Schedule of Rates

**KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE**

T2.2 List of Returnable Schedules

1. AUTHORITY TO SIGN A BID

1. Sole Proprietor (Single Owner Business) and Natural Person

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

- 2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.
- 2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
SIGNED ON BEHALF OF COMPANY / CC			NO
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We the undersigned partners in the business trading as _____ hereby authorise Mr/Mrs _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. Consortium

We the undersigned consortium partners, hereby authorise _____ (Name of entity) to act as lead consortium partner and further authorise Mr/Ms _____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1. MBD 2 - TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- 2.6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

3 MBD 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 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 of bidder or his or her representative																					
3.2.	Identity Number	<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
3.3.	Position occupied in the Company (director, shareholder etc.)																					
3.4.	Company Registration Number																					
3.5.	Tax Reference Number																					

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

- (a) member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the national Assembly or the national Council of provinces;
- (b) member of the board of directors of any municipal entity;
- (c) official of any municipality or municipal entity;
- (d) 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) member of the accounting authority of any national or provincial public entity; or
- (f) employee of Parliament or a provincial legislature.

3.6.	VAT Registration Number		
3.7.	Are you presently in the 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 twelve months?	YES	NO
3.8.1	If so, furnish particulars		
	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
3.9.1	If so, furnish particulars:		
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		
3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars:		
3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars:		

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

7. MBD 6.1 PROCUREMENT REGULATIONS 2017 – PURCHASES / SERVICES (80/20)

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 R50,000,000 (all applicable taxes MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL included); and
- the 90/10 system for requirements with a Rand value above R50, 000,000 (all applicable taxes included).

1.2 **The value of this bid is estimated not to EXCEED R50, 000,000 (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. Price	80
1.3.1.2. B-BBEE status level of contribution	20
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 will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Failure on the part of a bidder to 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.

1.6 The Municipality 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 Municipality.

2 DEFINITIONS

2.1 *“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, skills 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 (except where Sector Charter Thresholds apply);
- 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 “*Sub-contract*” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “*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;
- 2.17 “*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
- 2.18 “*Trustee*” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3 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:

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

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = 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	6	14
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.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION

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

6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 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).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise		
VAT registration number		
Company registration number		
TYPE OF ENTERPRISE <i>(Tick applicable box)</i>	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Company	
	Close Corporation	
Describe principal business activities		
Company Classification <i>(Tick applicable box)</i>	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS		

9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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

SIGNATURE OF BIDDER(S):			
	WITNESS 1:		WITNESS 2:
	DATE:		
	ADDRESS:		

5. MBD 6.2 – DECLARATION CERTIFICATE LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) Make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
 - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
 - this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Supply of local labour	100%
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No. _____

ISSUED BY: (Procurement Authority / Name of Institution): _____

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE		DATE:	
WITNESS 1:		WITNESS 2:	
DATE:		DATE:	

6. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No

4.7.1 If so, furnish particulars:

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

7. MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids² 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

² Includes price quotations, advertised competitive bids, limited bids and proposals.

bidding (or bid rigging).³ Collusive bidding is a *per 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:

³ 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:

In response to the invitation for the bid made by:

KNYSNA MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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 consortium⁴ 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.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. MDB 15 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s)

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____ day of _____ 20____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

9. SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE PROJECTS: SIMILAR COMPLETED PROJECTS

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

NB: Please attach ALL completed projects for such amounts.

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on

the _____ day of _____ 20____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

Scoring of functionality:

To help in Risk determination functionality will be scored, but the scores will not be added to the Price and B-BBEE final points. Points will be awarded according to criteria below. A minimum functionality score of **30 out of 50** is required in order to move to the next stage where the tenderer will be evaluated on Price and B-BBEE for consideration under the contract.

$$N_Q = (Q_1 + Q_2 + Q_3):$$

where

- N_Q is the total number of tender evaluation points awarded for the functionality (**max 50**);
- Q_1 is the points scored for tenderer's experience on similar previous projects (**max 20**);
- Q_2 is the points scored for the experience of the Contracts Manager (**max 15**);
- Q_3 is the points scored for the qualification of the Site Agent (**max 15**);

Tenderer's relevant experience on Similar previous projects (Q_1):

Points will be scored for the Tenderer's experience in successful completion of similar previous projects. Maximum 20 points will be scored for companies who have successfully completed five (5) or more **similar previous projects**. 2 Points will be awarded for every similar previous project.

Experience of the Contracts Manager (Q_2):

Points will be scored according to the experience of the proposed contracts manager. Maximum 15 points will be scored for a contracts manager who has successfully managed a minimum of 5 projects defined as being similar previous projects with similar contract values (2 points per relevant project). Tenderers must complete the relevant schedule to be eligible for scoring of the relevant points.

Experience of the Site Agent (Q_3):

Points will be scored according to the experience of the proposed site agent. Maximum 15 points will be scored for a site agent who was involved in and has successfully completed a minimum of 5 projects defined as being similar previous projects with similar contract values (2 points per relevant project). Tenderers must complete **Schedule Q (Volume 2, Part 3)** to be eligible for scoring of the relevant points.

Tenderers must complete Schedules 9 and 11 to be eligible for scoring of the relevant Functionality points. Should the Tenderer not complete the required Schedules, as well as the column in the following table, NO points will be awarded.

Functionality Points Awarded:

Item	Description	Tenderer must complete	Points awarded by Employer
(Q1)	Tenderer's relevant experience on Similar previous projects: (Maximum 20 points) 0 to 1 projects = 0 points 2 to 3 projects = 5 points 4 to 5 projects = 10 points more than 5 projects = 20 points		
(Q2)	Experience of the Contracts Manager on similar previous projects: (Maximum 15 points) 0 to 1 projects = 0 points 2 to 3 projects = 5 points 4 to 5 projects = 10 points more than 5 projects = 15 points		
(Q4)	Experience of the Site Agent on similar previous projects: (Maximum 15 points) 0 to 1 projects = 0 points 2 to 3 projects = 5 points 4 to 5 projects = 10 points more than 5 projects = 1 points		
	Total points awarded out of 50		

CURRENT PROJECTS**NAME OF THE BIDDER:** _____**FURTHER DETAILS OF THE PROJECTS: CURRENT PROJECTS**

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

NB: Please attach ALL completed projects for such amounts.

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on

the _____ day of _____ 20____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

10. SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

NAME OF THE BIDDER: _____

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

NB: Please attach ALL completed projects for such amounts.

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on

the _____ day of _____ 20____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

NAME OF THE BIDDER: _____**CONSTRUCTION EQUIPMENT ON ORDER**

DESCRIPTION, SIZE, CAPACITY	NUMBER

NB: Please attach ALL completed projects for such amounts.

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on

the _____ day of _____ 20____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

NAME OF THE BIDDER: _____**CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

DESCRIPTION, SIZE, CAPACITY	NUMBER

NB: Please attach ALL completed projects for such amounts.

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on

the _____ day of _____ 20____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

11. DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Contracts Manager, Site Agent and General Foreman's experience in work of a similar nature to that for which their Tender is submitted.

Please note that the Schedule must be completed at tender stage and for each Works Project separately. The CV's of the relevant personnel must be attached to this Schedule.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT'S MANAGER		NAME.....QUALIFICATION.....		
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SITE AGENT		NAME.....QUALIFICATION.....		
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FORMAN		NAME.....QUALIFICATION.....		
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____

_____, on

the _____ day of _____ 20_____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

15. MBD 7.1 – Contract Form – Purchase of Goods / Works

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchase will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Knysna Municipality** in accordance with the requirements and specifications stipulated in tender no T03/2016 for a contract period ending June 2019 and the price(s) as per the pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
Binding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Technical Specification(s)
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
 - (f) Declaration of Interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duty authorised to sign this contract.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

PART C – DATABASE REGISTRATION

To be a potential supplier to the Municipality this **Supplier Registration Information (SRI)** must be completed and updated annually to enable the generation of orders which will expedite the payment of supplier invoices. An important feature of SRI is the **Procurement Business Number (PBN)** created using your SARS Business Number to uniquely identify your business. This number must always be reflected on quotes/invoices submitted. Private Companies and Close Corporations are required by legislation to reflect their registration numbers as well as the names of Directors and members on all correspondence including quotes and invoices.

This registration will be used by the procurement section to identify and / or inform suppliers of opportunities when they occur. All opportunities above R30 000 are regularly published on our website. Warehouse items required from time to time can be viewed at www.knysna.gov.za

It is not necessary to have a tax clearance to register. It must be noted that legislation prescribes that all transactions exceeding R30 000 annually requires a tax clearance certificate of good standing from SARS. Orders will only be generated in favour of businesses that are compliant on this and the submission of a clearance certificate is therefore strongly advised.

Fax: 086 650 1415 / e-mail: procurement@knysna.gov.za



FOR OFFICE USE

PBN

FIN YEAR

				/		/					/								
--	--	--	--	---	--	---	--	--	--	--	---	--	--	--	--	--	--	--	--

[illegible]

(Attach certificate)

Contact Information

Fill in the white blocks only where particulars have changed.

[illegible][illegible][illegible][illegible][illegible]

Business details (As per SARS tax clearance when applicable)

[illegible][illegible]

					/						/			
--	--	--	--	--	---	--	--	--	--	--	---	--	--	--

[illegible][illegible][illegible][illegible][illegible]

Business Profile (List all Partners, Proprietors and Shareholders)

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

Town of office nearest to Knysna

Postal Address

[illegible]

Banking Details

[illegible]

Kindly categorize your company / organization into one of the following: (Tick relevant box)

	17	Consultant		27	Contractor		37	Manufacturer	
	47	Service Provider		57	Supplier		67	Other	

Indicate the core functions or commodities your business renders or specializes in:

Indicate the core functions of **communities**, your business vendors or specialists in:

BEE info (Attach certificate)

BEE Status		BEE Procurement Recognitions (%)		Expiry Date	
Certificate No.			Issued By:		

Declaration

I, the undersigned (Name)

acknowledge that:

1. The above is true and correct.
2. An agreement only exists once an official order has been generated.
3. Council reserves the right to verify the information supplied.
4. All goods to be delivered to the Municipal Stores, Fechter Street, Industrial Area, Knysna.
5. This documentation can be faxed or e-mailed to the address as stated.
6. I, we agree that monies owed to the Council may be recovered from any Council payment to be made for goods or services supplied, at the discretion of the CFO.
7. We the undersigned declare that we have no close family member in the service of the state or employed by any organ of state.

Position

Name _____

Signature

Date _____

CHECKED BY:

FOR OFFICE USE ONLY

17. DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicillium ditandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I/We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance (Agreement)

C1.2 Contract Data

TENDER NO. T 44 OF 2016/2017
HORNLEE COMMUNITY HALL - MAINTENANCE

SUMMARY OF BILL OF QUANTITIES

SECTION A - PRELIMINARY AND GENERAL	R
SECTION B - WORKS	
-	
B1 - FOYER	R
B2 - LADIES BATHROOM	R
B3 - GENTS BATHROOM	R
B4 - KITCHEN	R
B5 - HALL	R
B6 - EXTERIOR WORK	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUB TOTAL	R
14% VAT	R
TOTAL	R

.....
Signed on behalf of Tenderer

.....
Date

16. FORM OF OFFER AND ACCEPTANCE

Tender No: T 44 of 2016/2017

HORNLEE HALL MAINTENANCE

Form of Offer and Acceptance

Offer

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

T 44 of 2016/17 HORNLEE HALL MAINTENANCE

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

Rand (in words);

R _____ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	

for the tenderer

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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 this 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, which must be signed by the authorized representative(s) of both parties.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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:		NAME (PRINT):	
CAPACITY:		DATE	

for the Employer

 _____ (Name
 and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Schedule of Deviations

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

for the tenderer

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

for the Employer

(Name
and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract for Construction Works (Third Edition) 2015

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause 1.1.1.15:

The **Employer** is Knysna Municipality, represented by the DIRECTOR: COMMUNITY SERVICES and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: KNYSNA MUNICIPALITY and is referred to in this Contract Document by the terms "Employer", "Knysna Municipality" or "Council" as the context provides.

Clause 1.1.1.16:

The **Employer's Agent**, referred to in the documents, is the Director: COMMUNITY SERVICES or an official authorised thereto by the Director: COMMUNITY SERVICES in writing. The name of the Employer's Agent is: TUINIQUA CONSULTING ENGINEERS.

KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

C2.2 Schedule of Rates

CONTENTS

PAGES

SCHEDULE(S) OF RATES

SCHEDULE:

Please note: That the schedule of quantities does not form part to the numbering of this document, it will be submitted separate (excel format) but must be insert into this document by the contractor after completion there off and submitting this tender document.

Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 Standardized Specifications for Civil Engineering Construction.

KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

C3 Scope of Work

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

Knysna Municipality intends to carry out maintenance work on the Hornlee Community Hall, Hornlee. The contractor must source unskilled labourers from Hornlee community. If the contractor cannot source from within the Hornlee community, the contractor will have to motivate before appointing external unskilled labourers.

1.2 Overview of the works

The extend of the works is the upgrading of the foyer, bathrooms and kitchen.

1.3 Extent of the works

The work to be carried out under this contract consists mainly of the following:

- Remove existing wall and floor covering.
- Repair floor crack.
- Repair floor screed.
- Install new wall and floor tiles.
- Replace existing lighting and electrical switches.
- Paint interior sections as specified.
- Replacing toilets and basins.
- Minor timber maintenance/repair.
- Replace kitchen cupboards.
- Replace internal and external doors where specified.
- Raise internal walls in bathrooms.
- Replace internal balustrade.
- Demolish existing external concrete slab.
- Construct new concrete slab.
- Replace existing gutters and downpipes.
- Paint external soffit.
- Health and Safety.
- Manage public access on site.
- Finish the site off and remove all excess material or building rubble.
- Site must be clearly marked and well barricaded as prescribed in the Health and Safety regulation.

No materials may be stored at the Municipal stores.

Contractor to arrange for suitable dumping site for rubble. No rubble may be dumped at the Municipal stores.

The description of the works is not necessarily complete and shall not limit the work to be carried out by the contractor, under this contract.

1.4 Location of the works

The sites of the works are located in Sunridge Street, Hornlee.

1.5 Boundaries of the Site

The site of the works shall be limited to erf 3330, Hornlee.

1.6 Quantities

The work that is to be carried out under the contract is as provided by the Employer's Agent according to the priority list. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the

rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

The Employer reserves the right to vary the scope of maintenance to suit the budget allowed for construction.

1.7 Occupation of the Site

Access to the site of the works will be given to the Contractor on the Employer's Agent instruction to commence executing the Works.

The site of the works is in public buildings which will remain in use during the course of the work. Closing of certain areas to the public must be liaised with the Employer's Agent.

1.8 Work in confined Space

It will be necessary for the Contractor to work within confined and restricted areas.

No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.

2. ENGINEERING

2.1 Design services and activity matrix

Works designed by, per design stage:

- Concept, feasibility and overall process: - Employer
- Basic engineering and detail layouts to tender stage: - Employer
- Final design to approved for construction stage: - Employer
- Temporary works: - Contractor
- Preparation of as built drawings: - Contractor

2.2 Applicable Drawings

- There are no applicable drawings for this contract.

3. PROCUREMENT

3.1 Preferential procurement procedures

The procurement process is done in accordance with Supply Chain Management Policy of the Knysna Municipality. Tenderers are to obtain their own copies of these two documents which are available from the Knysna Municipality's Procurement Officer. The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.2 Scope of mandatory subcontract works

- Subcontractors can't do more than 25% of the contract value.
- The contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
- The Employer's Agent shall not give any instruction to or via subcontractors as the main contractor are still responsible for the project and the quality their off.
- It is the contractor's responsibility to ensure that the subcontractor or subcontractors meet the necessary CIDB requirements to perform subcontractor duties.

4. CONSTRUCTION

4.1 Works specifications

4.1.1 Applicable SANS / SABS standards

The following SABS 1200 standardised specifications for civil engineering construction are applicable to this contract:

SANS 1200 A	:	General (1986)
SANS 1200 C	:	Site clearance (1980)
SANS 1200 D	:	Earthworks (1988)
SANS 1200 G	:	Concrete (1982)
SANS 1200 ME	:	Subbase (1981)

Variations and additions to the SANS 1200 standardised specifications are listed at the end of the Scope of Works sections.

4.1.2 Applicable national and international standards

None.

4.1.3 Particular/generic specifications

The following Particular specifications are applicable to this contract:

B7.0.0 - The Client's Pre-Construction Health and Safety Specifications

4.2 Plant and materials

4.2.1 Plant and materials supplied by the employer

No plant "free issue" and materials are provided by the Employer.

4.2.2 Materials, samples and shop drawings

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Employer's Agent reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved", "or approved equivalent", or "similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Agent.

4.3 Construction Equipment

4.3.1 Requirements for equipment

All equipment and vehicles used by the Contractor shall be roadworthy and in a good condition at all times and all drivers and operators shall be in possession of valid drivers' licences and operating licences were applicable as well as PDP.

4.3.2 Equipment provided by the employer

Equipment provided by the employer will be at going commercial rates if required.

4.4 Existing services

4.4.1 Known services

All known service will be indicated on relative drawings provided by the Employer's Agent where applicable.

The positions of existing services shown on the drawings are given in good faith and no guarantee can be given that:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

4.4.2 Treatment of existing services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

4.4.3 Use of detection equipment for the location of underground services.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

4.4.4 Damage to services

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Employer or Employer's Agent and the authorities concerned regarding any damage caused to public services and existing works.

4.4.5 Reinstatement of services and structures damaged during construction

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

4.5 Site establishment

4.5.1 Services and facilities provided by the employer

The Contractor's camp site may be located on any portion of the site which will be unaffected by the works. The Contractor shall co-operate with the Employer's Agent regarding the location of his camp and will only occupy such ground which is necessary to carry out the specified works.

4.5.2 Facilities provided by the contractor

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water, electricity and communications facilities required for construction and domestic use. The distribution of water, electricity and communications shall be carried out in accordance with the applicable laws and regulations.

No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

4.5.3 Storage and laboratory facilities

As specified in SANS 1200 A, as amended in PSA 4.2.

4.5.4 Other facilities and services

The Contractor shall make his own arrangements for the accommodation of all labour. No accommodation for the Contractor's and/or Sub Contractor's employees will be available on site.

The Contractor shall at all times maintain adequate medical attendance on the site. A person holding a current first aid certificate shall be immediately available on site at all times when work is in progress. Adequate and approved equipment and facilities, including transport shall be provided.

Shelters against rain and storm shall be provided for workmen at all times while work is in progress. All men required to continue working during rain shall be provided with oilskins and rubber knee boots, or other approved protective clothing and footwear.

Facilities for the Employer's Agent

None

4.5.5 Vehicles and equipment

The following equipment is required for the Employer's Agent staff:

a) n/a

4.5.6 Advertising rights

Advertisements may be displayed only upon approval by the Employer's Agent, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The Contractor shall supply and erect two (2) contract name boards at entry points to the site in a position to be agreed with the Employer's Agent.

The name board shall be manufactured in accordance with drawing no. GRT/000051/142. The contract name board shall be removed on completion of the Defects Liability Period and before the issuing of the Final Approval Certificate.

4.5.7 Notice boards

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

4.6 Site usage**Access to properties**

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

Note: No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to construct the works as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

4.7 Permits and way leaves

The Contractor shall be responsible for obtaining all of the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any way leaves, permissions or permits obtained by the Employer's Agent or Employer prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such way leaves, permissions or permits.

Example: a) Telkom

4.8 Alterations, additions, extensions and modifications to existing works

The Contractor is required to tie into existing floor finishing.

4.9 Inspection of adjoining properties

n/a

4.10 Water for construction purposes

Water, electricity, and telephone facilities are available in the vicinity of the site, and the contractor shall, at his own expense, be responsible for all the connections to the available facilities, as well as for the distribution of the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

The contractor shall make his own arrangements with the appropriate authority to obtain water, electricity, sanitation and communication connections.

No separate payment will be made for the distribution and consumption of water and electricity, the cost of which will be deemed to be included in the tendered rates.

4.11 Survey control and setting out of the works

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for the Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourers.

5. MANAGEMENT

5.1 Management of the works

5.1.1 Applicable SANS standards

The following SANS 1200 standardized specifications for civil engineering construction are applicable to this contract:

SANS 1200 A : General (1986)

Variations and additions to the SANS 1200 standardised specifications are listed at the end of the Scope of Works sections.

5.1.2 Particular /Generic specifications

The following Particular Specifications are applicable to this contract – appended to the end of the Scope of Works section:

PZ: The Employer's Pre-construction Health and Safety Specification.

5.1.3 Planning and programming

It is essential that the contractor furnish a program within the time stated in the Contract Data. If necessary, the Employer's Agent may instruct the contractor to adjust his programme to suit other activities. If a preliminary program has been required in terms of the tender, then it shall be used as a basis for this programme. The programme shall be in the form of a bar chart and shall show the anticipated quantities and value of work to be performed each month. The contractor must also indicate the critical path on the programme.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, be notified by the Employer's Agent as defined in GCC 2015 to submit a revised programme and cash flow projection.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in the general conditions of contract 2015 or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more resources on site, or using the available resources in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the engineer to take steps as provided in the general conditions of contract.

The approval by the engineer of any programme shall have no contractual significance other than that the engineer will be satisfied if the work is carried out according to such programme and that the contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the contractor to vary the programme should circumstances make this necessary.

The Contractor shall allow in his programme the following periods, for which he shall receive no extension of time:

1. A period of two (2) days per calendar month for delays due to inclement or abnormal weather unless otherwise stated by the Employer's Agent.

5.1.4 Sequence of the works

The contractor to furnish with his program, the sequence of the Works, which must be approved by the Clients Agent before any work commence.

5.1.5 Software application for programming

Programmes submitted electronically must be done on MS Project or similar compatible software.

5.1.6 Methods and procedures

Refer to the Standardised Specifications, as amended in the variations and additions, and the Particular Specifications, as applicable.

5.1.7 Quality plans and control

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the contractor, and the contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the contractor shall be deemed to be included in the rates tendered for the related items of work.

The contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the engineer for examination, the contractor shall furnish the Employer's Agent with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The engineer reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

No separate payment will be made for such testing by an approved independent laboratory, the costs of which will be deemed to be included in the contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

5.1.8 Accommodation of traffic on public roads occupied by the contractor

(a) n/a

5.1.9 Other contractors on site

No other contractors are anticipated to be on the site of the works. However, the Knysna Municipality contractors may require access to the site for repairs to their respective services. The contractor is required to provide access and co-operate with these authorities when the need arises.

5.1.10 Testing, completion, commissioning and correction of defects

Refer to the Standardised Specifications, as amended in the variations and additions, and the Particular Specifications, as applicable.

5.1.11 Recording of weather

Base data for calculation of time adjustments due to abnormal rain will be obtained from the rainfall station at the Water Treatment Works in Knysna.

5.1.12 Format of communications

No press statements are allowed without the prior written approval of the Employer.

Contractual communication will flow between the Contractor and Employer's Agent as normally required. Normal routine matters should as far as possible be resolved on site between the Contractor's Agent and Employer's Agent Representative.

All site correspondence, site instructions, requests for inspections, etc. will be recorded in an A4 triplicate book to be provided by the Contractor and to be kept in the site office.

All site correspondence need to be signed by both parties to acknowledge receipt.

5.1.13 Key personnel

The Contractor need to submit a schedule of key personnel with contact details to be employed on site. The schedule should include as a minimum the Contract Manager, Site Agent, the Chief Executive Officer in terms of the Occupational Health and Safety Act and the Health and Safety Representative on site.

5.1.14 Management meetings

Regular Site Meetings will be held approximately once a month that would include the Employer and its agents, the Contractor and other local authorities.

Technical Site Meetings will be held as the need arises between the Contractor and the Employer's Agent(s).

The level of representation at the meetings shall be of such a nature as to permit that decisions be taken.

5.1.15 Forms for contract administration

Standard forms for the contract administration purposes shall be provided by the Employer's Agent.

5.1.16 Electronic payments

Where the contractor opts to be paid electronically, he will have to make the necessary arrangements with the Employer finance department in this regard.

5.1.17 Daily records

The Contractor will be required to keep and maintain the following daily records:

1. Resources on site (labour and plant) clearly distinguishing between local labour and own resources.
2. Site diary stipulating the activities conducted for that day
3. Weather conditions.

The daily records are to be noted in a separate A4 sized triplicate book to be provided by the Contractor and kept in the site office of the Employer's Agent.

5.1.18 Bonds and guarantees

The original guarantee plus one copy is to be submitted to the Employer's Agent at the address given in the Contract Data. The guarantee will be released upon the issue of the Certificate of Completion of the entire works

5.1.19 Payment certificates

The statement to be submitted by the contractor in terms of the general conditions of contract shall be prepared in accordance with the standard payment certificate prescribed by the Employer's Agent and shall consist of at least three sets of A4-sized paper copies.

Acceptable proof of ownership must be provided before any advance payment of materials on site will be included in the payment certificate.

All costs resulting from the preparation and submission of the statements shall be borne by the contractor.

All certificates will be accompanied by complete labour statistics.

5.1.20 Proof of compliance with the law

The contractor shall, upon request from the Employer's Agent, provide proof of compliance with the various laws applicable to this contract.

5.1.21 Insurance provided by the employer

No insurance is to be provided by the Employer for the duration of the contract.

5.1.22 Employment of Local Labour

It is the intention that this contract should make the maximum possible use of the local labour force which is at present underemployed. To this end it will be expected of the contractor to limit the use of non-local employees to key personnel only and to employ and train local labour on this contract.

5.1.23 Community Liaison and Community Relations

In all dealings with the community and works employed from within the community, the contractor shall take due cognizance of the character, culture and circumstances of the community involved and shall at all-time use his best endeavours to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project.

The contractor shall at all times, keep the Employer's Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Employer's Agent. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the contractor shall not give effect there-to without a prior written instruction from the Employer's Agent.

5.2 Health and safety

5.2.1 Health and safety requirements and procedures

The following Particular Specification are applicable to Health and Safety aspects on this contract:

Baseline Risk Assessment.

5.2.2 Protection of the public

The contractor will erect the necessary signage and barriers to warn the public and to keep them out of the construction area.

5.2.3 Barricades and lighting

The Contractor need to erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site.

5.2.4 Traffic control on roads

n/a

5.2.5 Measures against disease and epidemics

The contractor shall act appropriately to prevent the spread of diseases and epidemics amongst its employees, whether they form part of his permanent workforce or local labour.

5.2.6 Aids awareness

The contractor shall communicate awareness regarding the effects of HIV and AIDS amongst its employees, whether they form part of his permanent workforce or local labour.

5.3 Environmental Protection

Refer to the Environmental Management Plan (EMP), reference DEA&T 12/12/20/1443, appended to this document for the requirements regarding environmental conservation on the site of the works.

KNYSNA MUNICIPALITY
TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

Standard Specification

The following relevant standardized specifications, as listed below, shall form the Standard Specifications and apply to this contract:

SANS 1200, Standardized Specifications for Civil Engineering Construction, approved by the Council Of The South African Bureau Of Standards on 13 March 1986. These standards are obtainable from the SA BUREAU OF STANDARDS, Private Bag X191, Pretoria, 0001, Republic of South Africa.

ANNEXES	
No	Description
Volume 1	
1	Works Specifications: Variations and additions to the Standardised Specifications SANS 1200 A : General (1986) SANS 1200 C : Site clearance (1982) SANS 1200 D : Earthworks (1988) SANS 1200 G : Concrete (1982) SANS 1200 ME : Subbase (1981) Special Conditions : Environmental Management Special Conditions : Labour – based work & training requirements Special Conditions : Health & Safety Requirements
2	Particular Specifications Baseline Risk Assessment
Volume 2	
3	Drawings Engineering Drawings No applicable drawings
4	Supply Chain Management Policy (Tenderers to obtain own copy)
5	Preferential Procurement Policy (Tenderers to obtain own copy)

ANNEXURE 1:

WORKS SPECIFICATIONS: VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

The following variations and additions to the SANS 1200 Standardized Specifications referred to in clause PS 31 will be valid for this contract. The prefix "PSA" indicates an amendment to SANS 1200 A, "PSC" to SANS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SANS 1200. Further amendments to the standardised specifications are included in part B of this project specification.

PSA GENERAL (1986)

PSA 1 SCOPE

Replace subclause 1.1 with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

(a) General

Add the following definitions:

"General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardized specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the contract."

PSA 2.4 ABBREVIATIONS

- (a) Abbreviations relating to standard documents
ADD THE FOLLOWING ABBREVIATION:
"CKS: SANS Co – ordination Specification."

PSA 3 MATERIALS**PSA 3.1 QUALITY**

Add the following:

All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, where such a mark is available for the type of product.

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Agent."

Add the following:

"The Contractor must provide the Employer's Agent with at least 48 hours notice prior to control testing being required. Furthermore, the contractor must make provision in his programme for the undertaking, and calculation of results, of such testing. Construction of layer works over areas for which test results are not available will be undertaken at the contractors own risk."

PSA 4 PLANT**PSA 4.1 SILENCING OF PLANT**

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

" The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

Add the following paragraph before the first paragraph:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition. No personnel will be allowed to reside on the site. Only security watchmen may be on the site after hours."

Add the following to the second paragraph:

"One toilet per 10 workmen shall be provided and must be screened from public view and their use shall be enforced. The contractor shall make arrangements as necessary for the removal of night soil."

PSA 5 CONSTRUCTION**PSA 5.1 SURVEY**

PSA 5.1.1 Setting out of the Works

ADD THE FOLLOWING PARAGRAPH:

"The installed benchmarks shown on the Drawings shall be used by the Contractor for setting out the works.

The Contractor shall be required to check and verify, prior to commencement of any construction work, all benchmarks and boundary reference pegs, as shown and detailed on the Drawings. Reference and benchmark pegs disturbed and/or removed during the construction period shall be replaced by a Professional Land Surveyor and the Contractor shall bear the cost of such replacement. Payment to check and verify the reference and benchmark pegs will be made in terms of PSA 8.12"

The Contractor shall be required prior to commencement of any construction work to have all erf boundary pegs, as specified on the drawings, pegged by a registered Land Surveyor. Any erf peg disturbed and/or removed during the construction period shall be replaced by the Land Surveyor and the Contractor shall bear the cost of such replacement. The Land Surveyor shall verify all erf pegs upon completion of the works. The cost of placing the erf pegs if applicable shall be paid for under Section 1200 A: Bill of Quantities."

PSA 5.2 WATCHING, BARRICADING AND LIGHTING AND TRAFFIC CROSSINGS

ADD THE FOLLOWING: "The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), refer also PSA 5.10."

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" *WITH* "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," *AND INSERT THE FOLLOWING AFTER* "(Act No. 27 of 1956)": "as amended".

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Replace the heading and the contents of this sub clause with the following:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

Before any underground or excavation work is carried out, the contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. For this purpose he shall obtain from the engineer up-to-date plans showing the position of services in the area where he intends to work. As the location of services can often not be reliably determined from such plans, he shall further determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the service at the positions of possible interference by his activities. The latter procedure shall also be followed in respect of any service not shown on plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the engineer. For the purposes of this contract, all municipal-, district-, provincial and national roads will be considered "known" services.

While he is in occupation of the site, the contractor shall be liable for all damage caused by him to known services as well as for consequential damage arising therefrom, whether caused directly by his operations or by lack of proper protection.

PSA 5.4.2 Protection during construction

The contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other mechanical plant shall not be operated in dangerously close proximity of these services as required by the local authority, Telkom and electricity authorities. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the contractor shall not carry out any alterations to existing services. Where this may be necessary, the contractor shall inform the engineer, who will either make arrangements for such work to be executed by the owner of the service or instruct the contractor to make such arrangements himself.

Where existing services are damaged by the contractor, he shall immediately inform the engineer, or when this is not possible, the relevant authority, and shall obtain instructions as to who should carry out repairs. In urgent cases the contractor shall take all necessary steps to minimize damage to and the interruption of the service. No repairs shall be attempted to telecommunication cables or electric power lines and cables.

No liability for damages arising from any delay in having such alterations or repairs effected will be accepted by the employer. The contractor shall provide all reasonable opportunity, access and assistance to persons doing alterations or repairs to existing services."

PSA 5.7 **SAFETY**

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and associated Regulations as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Comply fully with all other requirements pertaining with safety as may be specified in the Contract.

The Employer and the Employer's Agent must carry out inspections on the Site as they shall deem appropriate, (Construction Regulation 2014: 5(1)(0)), (The construction regulations 2014 states and audit to be done at least once every 30 days; by employer or agent) for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the Site of all parts of the Site and shall co-operate fully in such inspections and shall make available for inspection, all such documents and records as the Employer's and/or Employer's Agent representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's Agent attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 39 of the Conditions of Contract, be entitled to suspend progress on the Works or any

part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer's Agent, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the Works or any part thereof is suspended by the Employer's Agent in terms of this clause and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 43 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this Clause shall constitute grounds for the Employer's Agent to act in terms of Clause 55.1.3 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 55."

ADD THE FOLLOWING TO CLAUSE 5:

"PSA 5.9 CONSTRUCTION REGULATIONS, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette of 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 7(1)a) of the Construction Regulations 2014, which will be issued separately by the Employer.

The successful bidder shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer, before any work may commence.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

PSA 5.11 DEALING WITH AND ACCOMODATING TRAFFIC

The Contractor shall take note that the existing roads and tracks within the Sites shall remain operational throughout the contract period. To this end the Contractor shall provide and maintain all temporary fences, security, barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe and easy passage of all traffic.

Temporary traffic signs etc. as well as all necessary markings shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

No direct payment will be made for the cost of dealing with and accommodating traffic. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract. Further, the provision of PSA 5.2 shall apply.

PSA 5.12 SITE MEETINGS

The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at

the Contractor's offices on the Site or any alternative place or venue as indicated by the Employer's Agent. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc., shall be discussed, but not matters concerning the day-to-day running of the Contract."

PSA 5.13 PROVIDING ACCESS TO ERVEN AND PROPERTIES

Access to the property shall be provided by the Contractor at all times.

No direct payment will be made for the cost of providing access. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

PSA 6 TOLERANCES

Add the following subclause:

"PSA 6.4 GENERAL

No guarantee is given that the full specified tolerances will be available independently of each other, and the contractor is cautioned in regard to the fact that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities shall for purpose of measurement and payment be determined from the 'authorized' dimensions. This shall be taken to mean the dimensions as specified or shown on the drawings or, if changed, as finally instructed by the engineer, without any allowance for the tolerances specified. Save as hereinafter specified to the contrary, all measurements for determining quantities for purposes of payment will be based on the "authorized" dimensions.

If the work is therefore constructed in compliance with the "authorized" dimensions plus or minus any tolerances allowed, quantities will be based on the "authorized" dimensions regardless of the actual dimensions to which the work has been constructed."

PSA 7 TESTING

PSA 7.1.1 Checking

Replace the last sentence with the following:

"The contractor shall obtain the services of an independent testing laboratory at his own expense (Refer subclause PS 8.7 of portion 1 of the project specifications) to carry out such checks as are prescribed in the various standardized specifications."

PSA 7.1.2 Standard of finished work not to specification

Replace the words "Where the engineer's checks reveal . . ." with "Where the checks by the approved laboratory reveal . . ."

PSA 7.2 APPROVED LABORATORIES

Add the following:

"The independent laboratory used by the contractor and approved by the engineer shall also be deemed to be an approved laboratory."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of the Schedule

DELETE THE WORDS "and South West Africa".

PSA 8.1.2 Preliminary and general items or section

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

The "duration of construction' applicable to a time-related item shall be the tendered contract period."

PSA 8.1.2.2 Tendered sums

Replace the contents of this subclause with the following

"The contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- (a) Risks, costs and obligations in terms of the general conditions of contract and of this standardized specification, except to the extent that provision is made in these project specifications to cover compensation for any of these items of work.
- (b) Head-office and site overheads and supervision.
- (c) Profit and financing costs.
- (d) Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- (e) Providing facilities on site for the contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required as well as for the maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works.
- (f) Providing facilities for the Employer's Agent and his staff as specified in the Scope of Work.
- (g) Providing and erecting two contract name boards as shown on drawings."
- (h) All other items of work noted in the Scope of Work and not covered under this section.

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

PSA 8.2.1.1 Fixed – charge items

"Payment of charges in respect of subclause 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid once the works have been completed, the facilities removed and the camp site cleared and cleaned.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

PSA 8.2.1.2 Value – related items

as Payment for the sum tendered under subclause 8.3.2 will be made in three separate instalments follows:

- (a) The first instalment which is 40% of the sum, will be paid when the contractor has met all his obligations to date under this specification, the general conditions of contract and the special conditions of contract, and where the value of work certified for payment, excluding materials on site and any payments under preliminary and general items is equal to not less than 5% of the total value of the work listed in the schedule of quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention monies but excluding the second instalment referred to herein, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the contractor has fulfilled all his obligations to date under this specification, the general conditions of contract and the special conditions of contract.

Should the value of the measured work finally completed be more or less than the tender sum, then the sum tendered under item 8.3.2 will be adjusted pro rata up or down and this adjustment shall be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the time for completion finally authorized."

PSA 8.2.2 Time-related items

Replace the contents of this subclause 8.2.2 with the following:

"Subject to the provisions of 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the work as a whole.

Should the engineer grant an extension of the time for completion of the works, the contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the works.

Payment for such increased amounts will be taken to be in full compensation for all additional time-related preliminary and general costs, that result from the circumstances pertaining to the extension of time granted."

PSA 8.3 **SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

Replace the items with the following:

"PSA 8.3.1 Fixed preliminary and general chargesUnit : Sum

PSA 8.3.2 Value-related preliminary and general charges Unit : Sum

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.1."

PSA 8.3.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4 **SCHEDULED TIME-RELATED ITEMS**

Replace the items with the following:

"PSA 8.4.1 Time-related preliminary and general charges Unit : Sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.2."

The Contractor will not be paid Time-Related Preliminary and General Charges for any special Non-Working Days, as stipulated in the Conditions of Contract, which shall be deemed to have been allowed for in his rates.

The sum shall also include, where applicable, for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE EMPLOYER'S AGENT

Replace the contents with the following:

PSA 8.5.1 (a) Work to be executed by the Employer or selected subcontractor Unit : sum

(b) Overheads, charges and profit on (a) above Unit : x 100%

The provisional sum provided in the schedule of quantities for work executed by the Employer or selected subcontractor during the contract period shall be paid in accordance with clause 6 of the General Conditions of Contract.

The percentage tendered will be paid to the contractor on the actual amount paid to the selected subcontractor and shall include full compensation for all costs incurred in fulfilling his contractual role as main contractor."

PSA 8.6 PRIME COST ITEMS

Replace the contents with the following:

"PSA 8.6.1 Payment of all telephone accounts Unit : PC sum

(a) The cost of calls in connection with contract administration Unit : PC sum

(b) Charges on prime cost Unit : x 100%

A prime cost sum has been provided in the schedule of quantities to cover the cost of calls in connection with the Engineer's contract administration and cell phone costs.

The percentage tendered will be paid to the contractor on the actual amount paid for cell phone airtime and shall include full compensation for all expenses incurred in fulfilling the administrative expenses.

PSA 8.6.2 Testing materials and workmanship

(a) Cost of testing Unit : PC sum

(b) Charges on prime cost Unit : x 100%

A prime cost sum has been provided in the schedule of quantities to cover the cost of such testing as the engineer deems necessary at any point or at any depth or on any layer, as applicable.

The percentage tendered will be paid to the contractor on the actual amount paid to the approved independent testing laboratory and shall include full compensation for all expenses incurred in fulfilling the administrative expenses.

PSA 8.7 DAYWORK

ADD THE FOLLOWING:

"To ensure that the plant is achieving a reasonable output of work, the Employer's Agent personnel will randomly monitor and measure work produced. Poor performance of any item of plant will be noted by the Employer's Agent and certain reductions in payment may be applied. Furthermore, should the performance of a machine be poor, or persistently break down, the Employer's Agent may order that it be replaced, all at the cost of the Contractor."

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with traffic Unit : sum

Add the following:

"This amount shall cover all costs in respect of the provision, erection, moving, re-erection and maintenance of all barriers, road signs, lights and flagmen necessary for the protection of the works, for the construction, gravelling and maintenance of detours and entrance roads affected by the work, as well as the breaking up and removal thereof at the contract completion, and for compliance with all necessary traffic rules and regulations, liaising with the road authorities, and all other costs necessary in respect of accommodation of traffic.

Also the provision of PSA 5.10 shall apply. Refer also PSA 5.2, PSA 5.3, PSA 5.7 and PSA 5.10"

Replace item 8.8.4 with the following:

"PSA 8.8.4 Location and protection of existing services

Where particular items are provided in other sections of the schedule the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PSA 8.8.4.1 Provision of detecting devices for:

- (a) Water pipes Unit : Sum
- (b) Electrical cables Unit : Sum
- (c) Telkom Unit : Sum
- (d) Other Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as is necessary in order to locate all existing services likely to be affected by the construction activities. Alternatively an approved specialist firm may be employed to carry out the work. The tendered sum shall also cover the cost of complying with the requirements of all the authorities concerned including interest payable on deposits lodge against possible damage to the services concerned.

Two equal payments will be made, one with the first and the other with the last payment certificate."

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all materials:

- (a) In roadways Unit : m³
- (b) In all other areas Unit : m³

The rates shall cover the cost of excavating by means of hand tools within authorized dimensions, for all precautionary measures necessary to protect the services from damage during excavation and backfilling and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 93% of modified AASHTO density.

The rate for hand excavation in roadways shall also include compensation for compacting excavated or selected backfill material to 100% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water and for removal of surplus excavated material from the site."

Add the following item:

"PSA 8.8.6 Dealing with water Unit : sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on the Site as required in terms of Subclause 5.1.3 of SABS 1200 D and Subclause 5.1.2 of SABS 1200 DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Two equal payments will be made, one with the first and the other with the last payment certificate."

Add the following item:

"PSA 8.9.1 Compliance With Environmental Management Plan Unit : sum

The sum shall cover the costs for complying with the requirements of the standard EMP attached to this document.

"PSA 8.9.2 Additional environmental requirements Unit : Prov
sum

A Provisional Sum has been allowed in the Bill of Quantities for work required additional to the requirements of the project specifications and EMP and not for remedial work required as a result of non-compliance by the Contractor.

PSC SITE CLEARANCE (1982)**PSC 1 SCOPE**

Add the following:

"This section also covers the removal of foreign materials such as sand, rubbish, motorcar wrecks, etc from areas within the site boundary where work must be executed by the contractor."

PSC 3 MATERIALS**PSC 3.1 DISPOSAL OF MATERIAL**

Add the following:

"Material obtained from clearing and grubbing, including builder's rubble, and other unwanted debris, shall be disposed of.

"The contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION**PSC 5.1 AREAS TO BE CLEARED AND GRUBBED**

Add the following:

The area to be cleared for concrete slab shall not exceed the width of the existing slab.

PSC 5.2 CUTTING OF TREES**PSC 5.2.3.2 Individual trees**

Replace the last sentence with the following:

The amount of penalty payable by the Contractor for the removal or damage by him of a tree designated for preservation shall be R2 000 for each tree having a girth of less than 1 000mm and R3000 for each tree having a girth of 1 000mm or more.

PSC 5.3 CLEARING

Add the following :

"The tenderers attention is drawn to the fact that all items described under subclause 5.3 which are not separately listed in the bill of quantities must be included in the price for item PSC 8.2.1."

PSC 8 MEASUREMENT AND PAYMENT**PSC 8.1 BASIC PRINCIPLES**

Add the following:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 50 mm. This implies that levels used in earthworks quantity calculations may be 50 mm lower than the original levels."

B2.0.0**Labour – Based Work and Training Requirements**

Add the following:

1) General

It is a requirement that this Contract is executed using labour based methods. All labour used in the execution of the contract, excluding artisans, technical staff and supervisory staff, must be employed from the Westlake local community. This Contract shall be carried out strictly in accordance with the guidelines for the Implementation of Labour-Intensive Infrastructure Project under Expanded Public Works Programme (EPWP). Before construction commences, every task shall be agreed to with the community and people will be employed and trained accordingly. The aims of this labour-based construction project is to afford the maximum number of residents of local community the opportunity to obtain temporary employment. It will enable these temporary workers to obtain accredited on-the-job training, increase their level of experience and enhance their ability to secure future employment. The construction is to be planned in such a way that those operations that can be done reasonably by means of hand labour are carried out in such a manner.

2) Employment of Local labour

Tenderers are required to submit full details of the activities for which they intend to employ local labour. Returnable Schedules must be completed and signed. Tenders will be partially evaluated on the amount of money spent on labour, as calculated from the total number of person days of temporary employment offered supported by the detail information supplied. Once a tender is accepted, this information will become contractually binding. The amount of employment actually provided, measured as paid tasks will be recorded and certified by the Engineer. Any shortfall at the completion of the contract will result in a reduction in payment to the Contractor. This will be calculated as covered in the Special Conditions of Contract. Any surplus in person days provided will not result in additional payment. The aim of task-based labour is to link payment of the labour force to productivity. An increase in productivity can lead to higher pay, by applying the task-work principle. The Contractor will thus be required to remunerate the labour based workers for tasks completed.

3) Community Liaison Officer (CLO)

In order that the employment of local labour proceeds smoothly, a community representative will be identified and appointed as the Community Liaison Officer (CLO). The status and duties of the CLO are listed below:

3.1 Status of the CLO

The CLO is nominated by the Employer in conjunction with the community representation structures, and is appointed by the Employer's Agent. He will attend all project meetings. The CLO will be appointed for the duration of the construction phase of the contract. The CLO will be administered by the Employer's Agent and paid by the Employer via the disbursements of the Employer's Agent. The CLO will work from his own office in the Engineer's camp. His duties will be to identify, screen and nominate labour from the community in accordance with the Contractor's requirements. He will communicate and agree with the Contractor daily regarding labour requirements. Should it become apparent that the appointed CLO fails to perform his duties satisfactorily, he may be relieved from his duties and be replaced by a new CLO. These steps can only take place in consultation with and with approval of the Employer and community representation structures.

3.2 Duties of the CLO

The CLO will be available on site daily between the hours of 07h15 and 10h30, and at other times as the need arises. His normal work day will extend from 07h15 in the morning until 17h15 in the afternoon.

The CLO will consult with the Contractor and the Employer's Agent daily, to determine the labour requirements regarding amount and skills. Together with the Contractor he will determine the needs of the local labour for relevant technical training. Again he will be responsible for the identification of suitable candidates for training. He will also be required to attend some of the training sessions.

The CLO is responsible to screen all candidates, to inform them of their conditions of temporary employment and to ensure their timeous availability. He will ensure that all labourers who are involved in activities where productivity rates determine their income, are fully informed regarding principles of task work, the measurement methods and production rates. The CLO will attend

disciplinary proceedings and ensure that hearings are fair and in accordance with pre-determined guidelines. If any form of labour dispute or labour unrest threatens to delay the contract, the CLO must identify the potential problem early and bring to the attention of the Contractor, Employer's Agent and the community representation structures. He must do everything within his capability to sort out any problems as quickly as possible.

He will also be responsible to inform the task-based workers timeously when their services will no longer be required.

The CLO will keep a daily written record of his interviews and liaison with the community. He will attend the first part of the monthly contractual site meetings to report about the local community labour involvement as well as any other relevant aspect that needs attention. He will act as a liaison officer between the Contractors on site and the community representation structures to ensure that their co-operation is obtained and that their decisions are accommodated in the contract.

3.3 Termination of Service of the CLO

The CLO can, at any time with due regard to the agreed period of notice, be relieved of his duties and replaced with a new CLO, as a result of the following circumstances, amongst others:

- i) Failure to perform duties
- ii) No longer acceptable to community
- iii) The CLO leaving the community and establishing himself in another community
- iv) Any breach of the code of conduct that justifies dismissal. On dismissal the CLO will be replaced with a person that is appointed on the same basis as the previous one.

4 Remuneration

The remuneration of the CLO shall be determined jointly by the Contractor, the Employer's Agent and the Employer. A Prime Cost Sum is provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer.

B2.1.0

MEASUREMENT AND PAYMENT

Measurement and payment for all work executed in terms of training shall be measured and paid for in accordance with the principles set out in these project specifications. Except as may be specifically provided for in the schedule of quantities, no additional payment will be made for any of the extra costs which will be incurred as a result of the additional supervision required for managing labour intensive activities and for providing informal training to the workers. The Contractor shall make suitable allowance for these costs in his tendered rates for the various work items. Additional allowance must also be made for the involvement of senior staff members, directors and managers in training and guidance of emerging contractors and attendance at meetings and discussions in respect of all training matters. Except as specifically provided in the relevant pay items included in the Bill / Schedule of Quantities no additional payment will be made to the Contractor in respect of the execution of the prescribed and approved training programme. Full compensation for training costs not covered by following pay items shall be deemed to be provided by the rates tendered for the Contractor's general obligations.

B2.8.0

Workman's Compensation Act..... Unit: Lump

Sum

of

The amount covers the costs of paying the necessary workmen's compensation levies, the cost of administration as well as any other incidentals necessary regarding the requirements and implementation of the Workmen's Compensation Act. Pro-rata amounts of the sum tendered, based on the number of temporary employees engaged, will be paid each month.

B2.9.0

Community Liaison Officer (CLO)

sum

(a) Remuneration of Community Liaison Officer (CLO)..... prime cost (PC)

(b) Contractor's charge to allow for handling costs and profit in respect of subitem B2.8.0 (a) percentage (%)

(i) Payment under the PC sum provided in (a) to cover the employment and remuneration of the Liaison Officer.

(ii) The tendered percentage in subitem (b) is the percentage of the amount actually spent under subitem (a) that will be paid to the Contractor in full compensation for the Contractor's handling costs and profit in respect of the employment and remuneration of the Community Liaison Officer.

caused by the removal of surplus material to the recycling process) for loading and transporting the surplus material to a designated spoil or stockpile site within a free-haul distance of 5 km.

PARTICULAR SPECIFICATION

B1.0.0: THE CLIENT'S PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1) INTRODUCTION AND BACKGROUND

1.1 Background

The Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993) which were promulgated in 2014 (Construction Regulations 2014) place the onus on the Employer (defined as the Client in terms of the Construction Regulations) to prepare a pre-construction health & safety (H&S) specification and baseline health risk assessment, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Pre-construction Health and Safety (H&S) Specification

The purpose of the pre-construction H&S specification is to assist with the achievement of compliance with the OHS Act, and in particular with the Construction Regulations, so as to reduce incidents and injuries on the project. The pre-construction specification enables Tenderers to make adequate financial provisions in their tenders to cover the H&S requirements of the project and thereafter, for the Contractor and its sub-contractors to use as the basis for the preparation of the construction phase H&S plan.

The pre-construction specification sets out the basic requirements to be met by the Contractor and all sub-contractors so that the H&S of all persons potentially at risk may receive a priority at least equal to the other facets of the project such as the standard of workmanship, costs, programme, environment, etc.

1.3 Status of the Pre-construction Health and Safety Specification

The Client's H&S specification will form an integral part of the contract, and Tenderers are required to use it during the tender phase for pricing the preparation a project-specific construction phase H&S plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during the entire construction phase. Tenderers shall forward a copy of the H&S specification to all other persons or organisations who may be preparing to submit prices to the Tenderer during their bidding phase so that they can also price for preparing their own H&S plans relating to their individual operations and for complying with the H&S requirements during the construction phase.

Tenderers are required to take cognisance of all potential H&S risks that may be evident from the tender documents namely the conditions of contract, tender drawings, technical specifications and schedules of quantities, and to make the requisite provisions in their tenders for dealing with all of them.

2. HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This health and safety (H&S) specification is the Client's H&S specification prepared in accordance with Clause 4(a) of the Construction Regulations 2014. It covers the requirements for eliminating and mitigating incidents and injuries during the construction phase of the project. The specification addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees of the Principal Contractor and Contractors.

2.2 INTERPRETATIONS

2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and will therefore be binding on the Contractor. It must be read in conjunction with all of the other contract documentation and also with all the relevant statutory documents. This specification is not intended to

over-ride, or in any way to amend, the statutory/regulatory documents and, in the event of there being any conflict, the legislation will take precedence.

2.2.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations 2014 shall apply to this H&S specification. More specifically, where used in this H&S specification, "Principal Contractor" means the Contractor, "Contractor" means sub-contractors to the Principal Contractor, and "Client" means the Employer or his/her duly appointed Agent.

2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

2.3.1 Notification of Intention to Commence Construction Work (Depending on certain criteria; refer to regulation 4) Take note that the client has to apply for construction work – refer to regulation 3

On receipt of the Client's notification of award of the contract and, in any event before any construction work commences, the Principal Contractor shall notify the Provincial Director of the Department of Labour in writing of the intention to undertake construction work. Annexure A to the Construction Regulations must be used for that purpose. A copy of the completed notification must be forwarded to the Client and to the Employer's Agent and a copy shall be attached to the H&S plan. The addresses of the nine Provincial Directors of the Department of Labour are given in Clause 1 of the General Administrative Regulations to the OHS Act.

2.3.2 Assignment of the CEOs' Responsibility For Health and Safety on Site

In terms of Section 16 of the Act, the CEO's of the Client, the Employer's Agent, the Principal Contractor and all other Contractors shall make the requisite assignments of their responsibilities in writing prior to commencement of work on site. It is noted that, in a large organisation, the CEO may decide to assign his responsibilities to a line manager who may in turn assign his responsibilities to another line manager and so on. Copies of completed forms shall be attached to the H&S plan.

2.3.3 Appointment of the Construction Supervisor

The Principal Contractor's CEO (or his duly assigned employee) shall appoint (in writing) a full time competent person to supervise the construction work. One or more competent persons may also be appointed (in writing) to assist the appointed construction supervisor should the Principal Contractor deem it necessary or desirable. The Principal Contractor's and the Contractors' competent persons for the various roles shall fulfil the criteria as defined the Construction Regulations. Copies of these appointments, together with proof of competence of the individuals concerned, shall be attached to the H&S plan. Proof of competencies shall take cognisance of the definition of a "competent person" as set out in the Construction Regulations and may comprise CV's and written motivations/recommendations by the persons' direct report.

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall, prior to commencing work on site, submit a letter of good standing with its Compensation Insurer to the Client and to the Employer's Agent as proof of registration. All other Contractors shall submit their proof of registration to the Principal Contractor before they commence work on site. Copies of these documents shall be attached to the H&S plan.

2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all other Contractors shall submit to the Client and to the Employer's Agent, a copy of their organisation's H&S Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the H&S objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the H&S plan.

2.3.6 Health and Safety Organogram

The Principal Contractor shall submit an organogram, outlining the H&S site management structure including those of all other Contractors. In cases where appointments have not been made, the organogram shall reflect the intended positions, and the names shall be filled in as and when the appointments are made. The organogram shall be updated whenever there are any changes in the site management structure and/or personnel. A copy shall be attached to the H&S plan.

2.3.7 Health and Safety Representative(s)

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that an H&S Representative is appointed in writing as soon as there are 20 persons employed on a site. However it is advisable that there will be at least one Rep appointed even if there are less than 20 persons on site. Additional H&S Representatives (more than one) are required once the workforce exceeds 50 persons. Copies of the appointments are to be attached to the H&S plan. Each H&S Representative(s) is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

2.3.8 Health & Safety Audits, Monitoring and Reporting

The Client (safety agent) shall conduct monthly H&S audits of the construction work operations including a full audit of physical site activities as well as an audit of the administration of H&S. The Principal Contractor is obligated to conduct similar audits on all Contractors that they have appointed. Detailed reports of the audit findings shall be reported on at all levels of project management meetings/forums. Copies of all audit reports shall be kept in the Project H&S File.

2.3.9 Emergency Procedures

The Principal Contractor shall prepare a detailed emergency procedure prior to commencement of work on site and it shall be included in, and form part of, the H&S plan. The procedure shall be updated whenever changes occur and it shall detail the emergency response plans. The emergency procedures shall not be limited to, but shall include, the following key elements:

- List of key competent personnel on site;
- Details of the nearest emergency services, including their physical addresses and phone numbers;
- Actions or steps to be taken in the event of each specific type of emergency;
- Information on hazardous materials/situations that may be encountered on site.

Emergency procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents etc

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be readily available to site personnel at all times that there are persons on site i.e. it must not be located in an area which may be inaccessible outside of normal working hours.

The Principal Contractor shall advise the Client and the Employer's Agent in writing forthwith, and thereafter at the project and H&S meetings, of any emergencies that occurred, together with a record of the action taken. Copies of all reports on emergencies shall be kept in the Project H&S File.

2.3.10 Accident / Incident Reporting and Investigation

Each Injury that occurs is to be categorised into first aid, medical, disabling, or fatal and must be reported. The Principal Contractor must document in its construction phase H&S plan how it will handle each of these categories of injury. When reporting injuries to the Client, these aforementioned categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the four categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly and copies of these reports shall be kept in the Project H&S File. Please note that IOD's (Injury on Duty) are to be reported by using the WCI2 forms and the injured employee send to the doctor. Certain incidents are reportable to DoL using Annexure 1 forms – i.e. section 24(1) incidents – refer to section 24 of the OHSA. There are specific forms to be completed.

2.3.11 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain H&S records to demonstrate compliance with this specification, the approved H&S plan, the OHS Act, and the Regulations. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in the Project H&S File stored in a suitable place on site. The Principal Contractor must ensure that every Contractor opens its own H&S file, maintains the file, makes it available to the Principal Contractor and other authorised persons on request and sends copies of the relevant documentation to the Principal Contractor. Records are to be kept at least three years.

The Principal Contractor shall maintain an up to date register of each Contractor engaged in construction work on site giving the Contractors' name and the Responsible Persons' contact details and the number of employees on site. As these details may be subject to frequent change, the register must be updated at least weekly. The register is to be available for inspection.

2.3.12 Project H&S File

The Principal Contractor shall prepare, and update on at least a monthly basis, a properly indexed H&S file for the project. This file will evolve during the construction phase and is to be handed over to the Client on completion of the construction work on site. The Project H&S File shall contain:

- The names and addresses and contact details of the Principal Contractor
- The names and addresses of all other Contractors that worked on the project, copies of their agreements with the Principal Contractor and the type of work that each one is carrying/has carried out.
- The original and all subsequent versions/revisions of the H&S plan and the Annexures and Appendices thereto.
- All information specifically called for in the OHS Act and the Construction Regulations and this specification and any other pertinent information relating to H&S on the project that is considered relevant.
- The geo-science report, design loadings of the structure(s) and methods and sequence of construction issued to the Principal Contractor by the Employer's Agent and/or the Client.
- The safe work procedures developed by the Principal Contractor and all other Contractors.
- Details of any special or unusual materials forming part of the completed works.
- All relevant information concerning the completed works. This information shall comprise the record/"as built" drawings prepared by the Employer's Agent, copies of which will be issued to the Principal Contractor for inclusion in the File, and the operating and maintenance instructions and all relevant information relating to any unusual or special features of the completed works that could affect H&S of the end users. When compiling this data, consideration must be given to all information that may be relevant to possible future alterations and/or demolition of all or part of the works.
- Note: Appointment letters – signed also be kept in the file. Also register such as fire extinguishers, hand tools, etc); Fitness to Work Certificates.

2.4 HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT

2.4.1 H&S Induction, Awareness and Competency

Induction of Site Personnel

The Principal Contractor shall ensure that all site personnel, including those of all other Contractors, undergo risk-specific H&S induction training before starting work. A record of attendance at every induction session shall be kept in the Project H&S File. A suitable venue must be made available by the Principal Contractor to accommodate this training.

Awareness of Site Personnel

The Principal Contractor shall ensure that periodic 'toolbox talks' take place on site. These talks should deal with risks relevant to the construction work at hand. All Contractors shall conduct 'toolbox' talks at least once per week with their own employees. A record of attendance at each 'toolbox talk' shall be kept in the Project H&S File.

Competency of Site Personnel

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This will have to be assessed on a regular basis by, for example, periodic H&S audits, progress meetings, etc. The Principal Contractor will be responsible for ensuring that only competent Contractors are appointed to carry out construction work.

Public and Site Visitor Health & Safety

Both the Client and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate H&S notices and signs shall be posted up, but this shall not be the only measure taken.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions/briefings shall be kept in the Project H&S File .

2.4.2 First Aid Boxes and First Aid Training

The Principal Contractor and all other Contractors shall appoint First Aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times, but depending on the nature and type of work if less than 10 employees, need someone with a first aid certificate the contractor must ensure such person are on site at all times (please refer to the General Safety Regulation 5). The appointed First Aider(s) are to be sent for accredited first aid training. Copies of the valid First Aid certificates for each First Aider are to be kept in the Project H&S File. The Principal Contractor shall provide an on-site First Aid Station with First Aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

2.4.3 Occupational Health and Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and the Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure by any person to hazards such as inhalation, ingestion, absorption, and noise induction. Some of the more common occupational hazards to be considered are cement dust, sun exposure, and noise. In addition, the ergonomic issues relating to repetitive and/or strenuous body and limb movements, must be considered and ameliorated wherever possible. Stress due to tight project schedules has been shown to adversely affect construction workers and this shall be taken into account when planning and managing work schedules. The preventative and/or the amelioration measures shall be addressed in the H&S plan by way of safe work procedures which are to be followed. Please note that certain activities for e.g. working at heights or confined space requires the employee to be issued with a Fitness to Work certificate: only issued by an OHS doctor. Based on this the contractor shall ensure that all his or her employees have a valid medical certificate of fitness specify to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (please refer to the Construction Regulation 7(1)(g) of 2014)

2.4.4 Alcohol and other Drugs

Alcohol and drug/other substance abuse has been shown to be a problem in the construction industry. No alcohol or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent off site immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the employer concerned and details of the disciplinary action taken must be forwarded to the Principal Contractor for his records.

2.4.5 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with, and wear, hard hats, safe footwear and overalls and specific PPE the contractor shall comply or adhere to the General Safety Regulations 2 of the OHS. Wherever such equipment is identified in the SWP's as being necessary for particular tasks. The Principal Contractor and all other Contractors shall make provision for, and keep adequate quantities of, SABS approved PPE on site at all times. The Principal Contractor shall clearly outline in the H&S plan the procedures to be taken when PPE or clothing is lost, stolen worn out, or damaged. This procedure applies to all Contractors, as they are all Employers in their own right.

2.4.6 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and all other relevant Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

2.4.7 Occupational Health and Safety (OHS) Signage

The Contractor shall provide adequate on-site H&S signage including, but not limited to, 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.5 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Principal Contractor and all other Contractors shall cause a hazard identification to be performed by a competent person(s) before commencement of their respective construction work, and the assessed risks shall be documented in the construction phase H&S plan to be submitted for discussion with, and subsequent approval by, the Client or (safety agent representing the client). The risk assessments must include:

- A list of all hazards identified as well as potentially hazardous tasks to be carried out;
- A documented risk assessment based on the list of hazards and tasks;
- A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- Details of the PPE and clothing to be worn;
- A monitoring and review procedure of the risk assessments to be carried out on a monthly basis, whenever variation orders are issued or changes made, and whenever the risks change.

The Principal Contractor shall ensure that all other Contractors are informed, instructed and trained, by a competent person regarding all hazards, risks, and the related safe work procedures before any work commences and thereafter at regular intervals if the risks change and/or if new risks are identified.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures, and other related rules such as the 'tool box talk' strategy that is to be implemented.

The Principal Contractor shall immediately notify all other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

The Principal Contractor shall keep records as per Clause 9 of the Hazardous Chemical Substances Regulations.

All of the above are to be documented in the H&S plan.

2.6 PERMITS

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Removal of asbestos materials.
- Disposal of (old type) fire detectors with radio active elements.

- Decanting/handling of Ammonia.

If and where applicable, the Employer will issue to the Principal Contractor, permits and log books (which log books shall thereafter be kept up to date by the Principal Contractor), for the following installations:

- Boilers
- MV switchgear and chambers/rooms
- MV switchgear outdoor yards
- Lifts

All of the above are to be documented in the H&S plan.

2.7 SPECIFIC PROJECT REQUIREMENTS

2.7.1 Construction Vehicles and Mobile Plant

The Principal Contractor shall ensure that all persons in its employment, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision.

The Principal Contractor shall ensure that all hired plant and machinery used on site is safe for use. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

2.7.2 Warning signs

The Principal Contractor shall erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site.

2.7.3 Construction Welfare Facilities

The Principal Contractor shall supply hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers shall not be exposed to hazardous materials/substances while eating.

2.7.4 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

2.7.5 Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in bakkies unless they are closed/covered and have the correct number of seats for the passengers.

2.8 The Construction Regulations 5

Add the following:

(Duties of the client, Safety agent is appointed to represent the client. The agent will perform these

duties on the client's behalf):

- 5(1)(a) - prepare a baseline risk assessment
- 5(1)(b) - prepare a coherent site specific health and safety specification
- 5(1)(c) - provide the health and safety specs to the designer
- 5(1)(d) - ensure that the designer takes the health and safety specs in consideration during the design stage
- 5(1)(e) - ensure that the designer carries out all responsibilities contemplated in regulation 6
- 5(1)(f) - ensure that the health and safety specs are included in the tender documents
- 5(1)(g) - ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- 5(1)(h) - ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- 5(1)(i) - ensure co-operation between contractors appointed by the client to enable each of those contractors to comply with the Construction Regulations 2014
- 5(1)(j) - ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation commissioner 5(1)(k) - ensure that the municipality has appointed every principal contractor in writing for the project or part thereof on the construction site
- 5(1)(l) - discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan and must thereafter finally approve the plan for implementation
- 5(1)(m) - ensure that a copy of the principal contractor's health and safety plan is available on site
- 5(1)(n) - ensure that each contractor's health and safety plan is implemented and maintained
- 5(1)(o) - ensure that periodic health and safety audits and document verification are conducted at least once every 30 days 5(1)(p) - ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- 5(1)(q) - stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the municipality's health and safety specs and the principal contractor's health and safety plan for the site.
- 5(1)(r) - where changes are brought about to the design or construction work, make sufficient health and safety information available to the principal contractor to execute the work safely 5(1)(s) - ensure that the health and safety file is kept and maintained by the principal contractor

Construction Regulations 5(7): an agent must manage the health and safety on a construction project for the municipality and be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions.

B5.0.0 MEASUREMENT AND PAYMENT

B5.1.0 Contractor's obligations in respect of Health and Safetylump sum

Payment of the lump sum tendered shall include full compensation for all costs resulting from complying with Occupational Health and Safety Act and its Construction Regulations and requirements in terms of health and safety requirements in respect of the contract as specified. The lump sum tendered will be payable monthly in instalments in relation to the month under consideration and the total time of the completion of the Works.

KNYSNA MUNICIPALITY TENDER NO T 44 of 2016/17: HORNLEE HALL MAINTENANCE

C4 Site Information

All necessary information will be provided with the appointment of the successful contractor or bidder.

LOCALITY PLAN

