



KNYSNA
Municipality
Munisipaliteit
uMasipala

KNYSNA MUNICIPALITY

TENDER NO: T 47/2018/19

**THE INSTALLTION OF A NEW LIFT IN THE MAIN
BUILDING AT THE KNYSNA MUNICIPALITY**

PREPARED FOR:

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November 2018

VOLUME 3

NAME OF CONTRACTOR:



KNYSNA MUNICIPALITY

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BUILDING AT THE KNYRNA MUNICIPALITY**

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term "Tenderer(s)" then become synonymous with the term "Contractor".

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THE INSTALLTION OF A NEW LIFT IN THE MAIN MUNICIPAL BUILDING AT THE KNYNSNA MUNICIPALITY

T1.1: TENDER NOTICE AND INVITATION TO TENDER

MBD 1

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
	NOTICE NO :	1	DEPARTMENT:
ADVERTISED IN:	KNYSNA-PLETT HERALD, ACTION ADS, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E- TENDER PORTAL		
BID NO:	47/2018/19	PUBLISHED DATE:	18 January 2019
Bids are hereby invited for (Tender Description):	THE INSTALLATION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYNSNA MUNICIPALITY		
CLOSING TIME AND DATE:	No later than 12H00	On the Date:	13 February 2019
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna		
AVAILABILITY OF BID DOCUMENTS:			
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Information centre – SCM – Tenders).			
Documents are available as of 24 January from the Consulting Engineers: KANTEY & TEMPLER (PTY) LTD 66 Victoria Street GEORGE 6529		The fee may also be transferred via EFT (Knysna Municipality, Current Account – 1626561826, Nedbank, Knysna, Branch Code - 198765). Proof of payment will be required upon collection of tender documents. Bid Number to be used as payment reference with name of payee. Tender Document reference number: 349750848228	
Date Available:	21 January 2018	Non-refundable Documentation Fee:	R 453.00
BID RULES:			
<p>1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna.</p> <p>Bids may only be submitted on the bid documentation that is issued</p> <p>The evaluation of this bid will be subject to functionality scoring. Tenderers must achieve a minimum functionality score of 80 out of 100 points for functionality in order to be evaluated further. The functionality criteria and weighting is set out in the tender document</p> <p>Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2017</p>			

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)..

Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za

Tenders shall be evaluated in terms of the Knysna Municipality Supply Chain Management Policy incorporating Preferential Procurement		Bidders may claim preference points in terms of their B-BBEE status level of contribution.	
Preferential Procurement Point System Applicable	80/20	Local Content Requirement	Steel value-added products 100%
CIDB Registration Required	3 CE	Validity Period	90 Days
Validity period	Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder		
Site Meeting/Information Session	Compulsory briefing session to be held on 31 January 2019 @ 14H00 Committee Room, Main Municipal Building.		
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Kantey & Templer Consulting Engineers	Section:	Supply Chain Management
Contact Person:	Nelius Agenbag	Contact Person:	C Bezuidenhout
Tel:	044- 874 2177	Tel:	Written Enquiries Only
Email:	neliusa@gr.kanteys.co.za	Email:	cybezuidenhout@knysna.gov.za
Authorised by:		ACTING MUNICIPAL MANAGER	P HARIPARASAD

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T1.2: TENDER DATA

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

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

1.2.5 Registration on the Central Supplier Database

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

1.2.6 Completion of Tender Documents

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

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

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

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

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

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

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

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

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

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

1.2.8 Other Documentation

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

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

1.2.8.2 Municipal Rates, Taxes and Charges

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

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

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

1.2.9 Authorised Signatory

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

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

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

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

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

1.2.11 Samples

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

1.2.12 Quantities of Specific Items

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

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna by not later than 12:00 on 13 February 2019.**

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

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

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

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

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

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

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

1.2.19 Contract

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

1.2.20 Subcontracting

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

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

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

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the

Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

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

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

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

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

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

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

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

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

1.2.26 Validity of BEE certificates:

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

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name

and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

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

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

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

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

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

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

1.2.27 Letter of Good Standing from the Commissioner of Compensation

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

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

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

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

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

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

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to C Bezuidenhout by email only: cybezuidenhout@knysna.gov.

1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should

- the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 (i) the name and address of the supplier and / or person restricted by the purchaser;
 (ii) the date of commencement of the restriction
 (iii) the period of restriction; and
 (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language**
 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF KNYSNA

TENDER NO.: 47/2018/19	
THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY	
CLOSING DATE: 13 February 2019	CLOSING TIME: 12:00

Bid documents, placed in a sealed envelope and clearly marked with the bid number on the outside, may be:
deposited in the tender box situated at the Knysna Municipality, Supply Chain Management Unit, Finance Building,
Queen Street, Knysna

Please note:

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

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

CENTRAL SUPPLIER DATABASE REGISTRATION NO:

NAME OF BIDDER:

POSTAL ADDRESS:

.....

STREET ADDRESS :

.....

TELEPHONE: AREA CODE: NUMBER.....

FACSIMILE: AREA CODE: NUMBER.....

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

VAT REGISTRATION NUMBER.....

HAS A COPY OF A TAX COMPLIANCE STATUS PIN AND A TAX COMPLIANCE CERTIFICATE BEEN
ATTACHED? YES/NO

HAS A VALID SWORN AFFIDAVIT OR VALID COPY OF B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?.....

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM
(SANAS) ☐

A REGISTERED AUDITOR
(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY
FOR PREFERENCE POINTS FOR B-BBEE)**

- ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/
WORKS OFFERED? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....

DATE.....

.

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

DELIVERY BASIS:

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

BANK DETAILS (IF APPLICABLE):

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

OFFICAL STAMP FROM BANK AN OFFICIAL LETTER FROM THE BANK

.....
AUTHORISED BANK OFFICIAL

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

SECTION 4.1 MBD4: DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:.....

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

3.4 Company registration number:.....

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If so, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.1 If so, furnish particulars.....

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

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

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.2 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION 4.3: MUNICIPAL RATES AND SERVICES

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

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

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

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

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

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

SECTION 4.5: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.6 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

 (a) has been requested to submit a bid in response to this bid invitation;
 (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the 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 additional conditions of tender are:

**Clause
number Tender Data**

- F.1.1 The employer is **Knysna Municipality**.
- F.1.2 The documents listed below will form part of this contract. The tender documents issued by the employer comprise Volumes 3 and 4. The employer does not supply Volumes 1 and 2. Tenderers are to acquire their own copies of these documents.

VOLUME 1: The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011 805 5947).

VOLUME 2: The SABS Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards. This publication is available and tenderers must obtain copies at their own cost from the South African Bureau of Standards, Private Bag X191, Pretoria 0001.

VOLUME 3: Tender Documents:

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

Part C1: Agreements and contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Performance Guarantee
- C1.4 Form of Occupational Health and Safety Act. 1993
- C1.5 Annexure A: Summary of Insurance Arrangements and Claims

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Bills of Quantities

Part C3: Scope of work

- C3.1 to C3.7

Part C4: Site information

- C4.1 to C4.6 Site information

VOLUME 4: The project works drawings.

F.1.4 The employer's agent is:

Kantey & Templer (Pty) Ltd
66 Victoria Street
George
6529

Email: neliusa@gr.kanteys.co.za

F.2. Tender obligations

F.2.1 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders:

- (a) Contractors who have a grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CLASS 3 of construction work in a CE class of construction works.
- (b) No CEPE will be permitted.

Joint ventures are eligible to submit tenders provided that:

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation of 3CE or higher;

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. (T1.1 refers).

F.2.12 No alternative tender will be considered unless this tender is also submitted free of qualifications and strictly in accordance with the instructions given in the tender document.

Should a Tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the 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 amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 All returnable documents shall be submitted in printed format, written in black ink only and returned as original and one duplicate. The completed Bills of Quantities should also be submitted in electronic format (Excel).

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: As noted above

Physical address: As noted above

Identification details: **Tender No.: 47/2018/19**

**THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING
AT THE KNYSNA MUNICIPALITY**

Closing Date: Wednesday, 13 February 2019

Time: 12h00

F.2.13 A two-envelope procedure will not be followed.

F.3.8 Test for Responsiveness (Hurdle Requirements)

Only tenders complying with these tests for responsiveness (Hurdle Requirements) will be evaluated in accordance with the adjudication criteria as stipulated in Clause F3.11:

Mandatory Criteria

1. Bidders must have proven relevant building work experience (lift installation);
2. Bidders must sign and accept the Form of Offer;

F.3.11 **Tender adjudication : Points for functionality**

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specialised quality, reliability and functionality.

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **80 out of 100 points** for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company (or JV) Experience	30	
2	References Related to that Experience	35	
3	Key Site Staff & Personnel allocated/reserved for this Tender	25	
4	Plant, Equipment, Tools & Machinery allocated/reserved for this Tender	10	
TOTAL		100	

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

Criterion 1: Company (or JV) Experience

- (a) A maximum of **30** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience, and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Employer and/or professional consulting engineer where applicable.

Experience required:	Maximum points	Bidder Score
Successfully completed Civil construction work involving roads, stormwater (pipework and Gabions), earthworks and general landscaping (bio-degradable protection membrane)		
A minimum 1 year but up to 2 year's total relevant experience.	15	
More than 2 years, but up to 4 years total relevant experience.	20	
More than 4 years total relevant experience of the company.	30	
Total		

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of: information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following:
- Information on how long the business has been in existence (operating as a going concern) supported by Company or Business registration documents.
 - Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the

company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Tenderers to provide enough experience to score the total points as prescribed.

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

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

Criterion 2: References related to Experience

Please note that this section refers to the Company's and its legacy firms references related to the experience. It also takes into account that the references are related & relevant to minor civil and building works as well as the design, supply and installation of public lifts.

Bidders should provide the name and contact details of at least three references. The references submitted must be in relation to the Experience gained on projects relevant to the Scope of Works. Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience. Please refrain from listing multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the reference given are relevant to the Scope of Works and that the contact details submitted are correct and active.

- Reference Scoring: A maximum of **35** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, details of at least three contactable references from businesses to which the above mentioned Experience have been provided.
- These references must be current/most recent, relevant and related to the Experience submitted.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide feedback.
- If the references are unable to validate, verify or provide information on the Experience listed, no points will be awarded for that particular reference.
- Points will be awarded by contacting 3 references who will answer 5 questions each. 1 point will be awarded for each answer which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.
- The references will be contacted via e-mail. An e-mail, once it has been send, will be deemed as delivered if not returned as undelivered. If an e-mail is undelivered the alternative contact information will be used to follow up on the correct e-mail address.
- If no e-mail address is provided the fax number will be used. The fax, once it has been send, will be deemed as delivered. If the fax comes back as incorrect, the alternative contact information provided will be used to follow up on the correct fax number.
- The reference must respond within 48 hours per e-mail or fax.
- If no feedback is received from references, within the timeframe given, no points will be awarded.
- Late responses will not be accepted.
- **Details of references to be listed below or referred to as an attachment. If no information is provided no points will be awarded.**

Applicable to which Experience	Name of Reference or Company or Entity	Contact Person	Telephone and/or Cellphone number	Active E-mail address Or other contact details

The following are typical questions that could be asked from the references, please note that SCM reserves the right to ask more questions and request more proof to satisfy the evaluation process.

For Scope of Work see section C3.1.

Question to Reference	Reference's Response
1. SCOPE: Have this Contractor successfully performed a similar Scope of Works for you in the past?	Yes No..... If No, please state why:
2. TIME / PROGRAMME: Was the work completed within the Contractual time frame? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?	Yes No..... If No, please state why:
3. PRICE / BUDGET: Was the work completed within the Contract Price / Amount /Budget. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval?	Yes No..... If No, please state why:

<p>4. OHS :</p> <p>Did the Contractor comply with the Occupational Health & Safety regulations on site? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report? Is this contractor Safety minded and responsive to OHS instructions</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>5. OVERALL / VERDICT:</p> <p>In general where you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above?</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p>

Criterion 3: Site Staff & Personnel allocated / reserved for this Tender

- (a) A maximum of **25** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be award once for each staff/personnel allocated to this Tender, no multiple scoring per person.

Site Staff & Personnel Required:	Max points	Name of Staff member	Bidder Score
Contract Manager / Site Agent (min 16 hours / 2 days per week) <ul style="list-style-type: none"> Must be suitably skilled and have CV verifiable experience managing Civil/Structural projects. Is overall responsible for the execution of the works and all associated project management Must manage all Municipal instructions and ensure execution of Tender specifications. Must inspect and approve all works. manage Payment Certificates Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc. 	5		

General Foreman: Construction Manager & Supervisor (min 40 hours / 5 days per week / full time on site) <ul style="list-style-type: none"> • Must be suitably skilled and have CV verifiable experience as foreman on Civil/Structural projects. • Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery. • Must be able to work with local labour. • Must ensure the all Codes & Standards specifications are met and carried out. • Must be able to do setting-out & levelling 	10		
Skilled Artisan / Concrete specialist (min 40 hours / 5 days per week / full time on site) <ul style="list-style-type: none"> • Must be suitably skilled and have CV verifiable experience working with Reinforced Concrete on Civil/Structural projects. • Must be able to do setting-out & levelling of concrete to obtain accurate and uniform finishes. • Must be able to supervise the concrete construction teams and instruct corrective action. 	10		
TOTAL	25		

(b) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of each key personnel to be used/allocated for this Tender. The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project. CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of Execution he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

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

Criterion 4: Plant / Tools / Equipment

If the Bidder intend to use plant / tools / equipment other than those stipulated in the Tender Specifications the Bidder must qualify/declare this in their tender document, for the evaluation process. If nothing is qualified or declared then those stipulated in the Tender Specifications are applicable to this Tender.

A maximum of **10** points will be awarded based on the information provided.

Equipment	Owned or Hired by Bidder (Maximum Points)	Bidder Score Subject to points (a)-(d)
Transport: LDV / Bakkie.	5	
Plate compactor with suitable rubber mat adaptor to compact pavers.	5	
TOTAL	10	

The tenderer shall state below what plant / tools / equipment will be available specifically for this Contract. The tenderer shall differentiate, if applicable, between plant / tools / equipment immediately available plant / tools / equipment will be acquired or hired for the work should he be awarded the tender.

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

PLANT / TOOLS / EQUIPMENT AVAILABLE AND ALLOCATED FOR THIS PROJECT

DESCRIPTION (type, size, capacity and year of registration)	QUANTITY	REGISTRATION NUMBER (Applicable for plant/vehicles/trailers etc.)

PLANT / TOOLS / EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

DESCRIPTION (type, size, capacity etc)	QUANTITY	SOURCE HIRE / ACQUIRED

If plant / tools / equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier must be submitted with the tender document. No points will be awarded if proof is not submitted.

F.3.11.2 Method 1: Financial Offer

This method shall not apply to this tender.

F.3.11.3 Method 2: Financial offer and preference

This method shall apply to this tender.

F.3.11.4 Method 3: Financial offer and quality

This method shall not apply to this tender.

F.3.11.5 Method 4: Financial offer, quality and preferences

This method shall not apply to this tender.

F.3.11.7 Scoring financial offers

The procedure for the evaluation of responsive tenders is Method 2.
The financial offer will be scored using Formula 2 (Option 1).

Annex: Standard Conditions of Tender

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)
(May 2010)*

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

- (a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (b) **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
- (c) **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
- (d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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 read, copied and recorded. Writing 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 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same

scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with 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.2.2 Cost of tendering

Accept that 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 satisfy requirements.

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) may 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

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

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.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer 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 in black 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 shall 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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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, policies, etc.

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 clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

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 of the Tender Notice until seven 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, will then notify it to 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 opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 the quality 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 quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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, on opening and before detailed evaluation, whether each tender offer properly received:

- (a) meets 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) 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

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

- (b) If a Bills of Quantities (or schedule of rates) 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 will 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 a bills of quantities applies) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors 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

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- (a) Rank tender offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked Tenderer and recommend the highest ranked Tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of financial offer and preferences:

- (a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- (b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- (c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the event of a financial offer and quality:

- (a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
- (b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- (c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the event of a financial offer, quality and preferences:

- (a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
- (b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = N_{FO} + NP + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- (c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring financial offers

Score the financial offers 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 the financial offer.
 W_1 is the maximum number of tender evaluation points awarded for the financial offer 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	$A = (1 + (P - P_m) / P_m)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m) / P_m)$	$A = P_m / P$
^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 quality

Score each of the criteria and sub criteria 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

F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
- (c) other revisions agreed between the employer and the successful Tenderer, and
- (d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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.



KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/2019

**THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYRNA
MUNICIPALITY**

Part T2: Returnable Documents

T2.1: List of Returnable Documents T2-1

T2.2: Returnable Schedules..... T2-2

KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:		Completed (tick)
1	C1.1 Form of Offer and Acceptance	
	C1.2 Contract Data	
	C1.3 Performance Guarantee	
	C1.4 Form of Occupational Health and Safety Act	
	C2.2 Bill of Quantities	
2	Returnable Schedules required for tender evaluation purposes only	
	A1: Record of Addenda to Tender Documents	
	A2: Certificate of Authority for Signatory	
	A3: Certificate of Authority for Joint Ventures (where applicable)	
	A4: Schedule of the Tenderer's Recent Experience related to this Project	
	A5: Schedule of Current Commitments	
	A6: Standing Time Rates (for Plant and Personnel due to Stoppages)	
3	Other documents required for tender evaluation purposes only	
	B1: Proof of registration for Contractor's WCA registration	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
	B3: An original valid Tax Clearance Certificate issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
4	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1: Schedule of Proposed Subcontractors	
	C2: Schedule of Construction Equipment	
	C3: Schedule of Stand-by Construction Equipment (1hr establishment)	
	C4: CV's of key personnel	
	C5: Preliminary Health & Safety Plan (See Health and Safety Specification Part C3.3.1)	
	C6: Preliminary Programme, Method Statement and Quality Management Plan	
	C7: Estimated Monthly Expenditure	
	C8: Occupational Health and Safety Questionnaire	
	C9: Schedule of Information to be provided by Tenderer (Banking Details etc.)	
	C10: Retention Money Guarantee (Pro-forma)	
	C11: Proposed Amendments and Qualifications	

KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

**THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA
MUNICIPALITY**

T2.2: RETURNABLE SCHEDULES

Form A1: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Tenderer:

Form A2: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A4) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition F2.13.4.

An example is shown below:

"By resolution of the board of directors taken on 20

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for TENDER No: 47/2018/19 and any contract which may arise there from on behalf of

(block capitals)

.....

Signed on behalf of Company:

In his/her capacity as:

Date: Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Attach:

- Extract from minutes
- Annual Financial Report
- Tax Clearance Certificate
- Company Documents
- Bank reference

Signed:

Date:

Name:

Position:

Tenderer:

Form A3: Certificate of Authority for Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures in addition to Form A3 for each JV member.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed: Date:

Name: Position:

Tenderer:

Form A4: Schedule of the Tenderer's Recent Experience related to this Project

The following is a statement of similar work successfully executed by myself/ourselves over the past Ten years:

Employer, contact person and telephone number	Consulting Engineer (Name, Tel No, Contact Person)	Description of contract	Value of work inclusive of VAT (Rand)	Year completed

Note : When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F3.11

Signed: Date:

Name: Position:

Tenderer:

Form A5: Schedule of Current Commitments

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form

Employer, contact person and telephone number	Consulting Engineer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed: Date:

Name: Position:

Tenderer:

Form A6: Standing Time Rates (for Plant and Personnel due to Stoppages)

The tenderer is referred to the Conditions of Contract. He shall insert hereunder the required hourly standing time rates inclusive of all overhead charges and profit etc. for various designations of employees and items of plant which he proposes to have on site, that are not compensated for by Preliminary & General charges, and which may be affected by stoppages attributable to the employer. Should the Engineer consider any of these rates to be unbalanced he shall be entitled to negotiate acceptable rates with the Contractor.

Item No	Designation of Employee/Details of Plant and Equipment	Hourly Rate <i>ZAR</i>

Signed: Date:

Name: Position:

Tenderer:

Form B1 to Form B4: Certificates

Attach the following Certificates to this page:

- B1:** Proof of registration for Contractor's WCA registration
- B2:** An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
- B3:** An original valid Tax Clearance Certificate issued by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.
- B4:** An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)

Bank Report on : *(Tenderers Name)*

Account No :

Bank :

Branch Code :

Amount : *(Tender Value)*

Duration : *5 months (excluding special non-working days)*

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

- | | | |
|-----|---|---|
| () | A | UNDOUBTED FOR INQUIRY |
| () | B | GOOD FOR AMOUNT QUOTED |
| () | C | GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS |
| () | D | FAIR TRADE RISK |
| () | E | FIGURE CONSIDER TOO HIGH |
| () | F | FINANCIAL POSITION UNKNOWN |
| () | G | OCCASIONALLY DISHONOURED |
| () | H | FREQUENTLY DISHONOURED |

Form C1: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We acknowledge that the Lift Sub-Contractor provided (if applicable) will be evaluated on the same basis as contained in F.3.11 and will form part of F.3.11 and all relevant information is subsequently attached hereto.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor (attach)

Signed: Date:

Name: Position:

Tenderer:

(Attach information to this page)

Form C2: Schedule of Construction Equipment

The provisions of Subclause 9.2 and 9.3 of the General Conditions of Contract shall apply to the schedules of Construction Equipment appearing below.

The tenderer must state below what construction plant will be immediately available for this contract, what constructional plant will become available by virtue of outstanding orders, and what further constructional plant will be acquired or hired for the work should he be awarded the contract:

- (a) CONSTRUCTION PLANT IMMEDIATELY AVAILABLE (I)
- (b) CONSTRUCTION PLANT ON ORDER/ CONFIRMATION TO HIRE (O) (Proof of placed Order/ Letter of confirmation from Plant hire to be attached.
- (c) CONSTRUCTIONAL PLANT STILL NEED TO BE HIRED OR PURCHASED (H) – No attachment.

CONSTRUCTION EQUIPMENT AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER	AVAILABILITY

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F3.11

Signed: Date:

Name: Position:

Tenderer:

Form C3: Schedule of Stand-by Construction Equipment (1 hour establishment)

DESCRIPTION, SIZE, CAPACITY	NUMBER

After the award of the Contract, the Contractor must satisfy the Engineer that all the above Construction Equipment or equivalent equipment will be on site and stand-by at all times when required. The Contractor shall maintain all Construction Equipment in a good working order for the duration of the Contract.

The Contractor undertakes to bring onto site, without additional costs to the Employer, any additional Construction Equipment which, in the opinion of the Engineer, is necessary for the completion of the Contract within the tendered contract period.

Signed: Date:

Name: Position:

Tenderer:

Form C4: CV's of Key Personnel

Compulsory CV's are required for the following:

- **Contracts Manager**
- **Site Agent**
- **Site Foreman**

Complete and make copies of template as required

Position to hold for this project	
Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Education	
Major Experience in previous years related to similar type of projects	
Employer Details	
Client Name	
Reference details/ Letter of confirmation (Attach)	
Position Held	
Scope of work description/ Project description	
Project value Including VAT	
Duration: From (date) to (date)	

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F3.11

Form C5: Preliminary Health and Safety Plan

(See Health and Safety Specification Part C3.7.1)

Attach a signed copy of the Plan to this page

Signed: Date:

Name: Position:

Tenderer:

Form C6: Preliminary Programme, Method Statement & Quality Management Plan

The Tenderer shall attach a **Preliminary Programme**, reflecting the proposed sequence, duration and milestones of execution of the various activities comprising the work for this contract. The programme shall be in accordance with the information provided in the Schedule of Constructional Equipment and with all other relevant aspects of the tender.

The Tenderer shall attach a **Method Statement** that adequately details all activities, durations and any associated risks in terms of operations envisaged on this contract.

The Tenderer shall also attach his **Quality Management Plan** showing clearly how quality assurance and process control will be managed. The plan will be used to evaluate the tenders as the quality of workmanship is of highest priority in this contract. Any quality certification by recognised international body must be stated.

Failure to complete or provide the above information may result in the tender being deemed non-responsive.

Signed: Date:

Name: Position:

Tenderer:

Form C7: Estimated Monthly Expenditure

If the tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his Tendered value, in the table below. VAT is not to be included.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6. (Final)	R
TOTAL: R	

Signed: Date:

Name: Position:

Tenderer:

Form C8: Occupational Health and Safety Questionnaire

1.	OCCUPATIONAL HEALTH AND SAFETY POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT		
		YES	NO
1.1	Do you have an Occupational Health and Safety Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does an Occupational Health and Safety structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of Occupational Health and Safety?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> Periodical work area inspection 		
	<ul style="list-style-type: none"> Regular Health and Safety meetings with personnel 		
1.4	Are the Occupational Health and Safety responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual Occupational Health and Safety objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COLD Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
1.8	Is the Health & Safety Officer Registered with the SACPCMP		
	If so, please provide copy thereof		
2.	OCCUPATIONAL HEALTH AND SAFETY TRAINING		
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> When joining the company 		
	<ul style="list-style-type: none"> When changing jobs within the company 		
	<ul style="list-style-type: none"> When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal Occupational Health and Safety training is provided specifically to?		
	<ul style="list-style-type: none"> First line supervisors 		
	<ul style="list-style-type: none"> Middle and top management 		

	Please describe				
2.3	Are all employees (including subcontractors) instructed as to the application of rules and regulations?				
	When is this done and how is it achieved?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your Occupational Health and Safety advisor followed specific Occupational Health and Safety training?				
	Please list most recent courses				
2.7	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing Occupational Health and Safety specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How are plant and equipment, which have been inspected, identified as being safe to use?				
3.5	Do you evaluate the Occupational Health and Safety competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored				
4.	OCCUPATIONAL HEALTH AND SAFETY INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				

4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project Occupational Health and safety plans?		
	Please give examples of where these have been used		
5.4	Do you have a formal company guidelines for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• An evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?		
	Are these communicated to your sub-contractors?		

7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases		
	Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		
9.2	Is there a standard report/investigation form used? Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.? Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION		
		YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees? If Yes please describe method		
10.3	Are Health and Safety meetings held? At what frequency?		

	Chaired by whom?		
10.4	Do you carry out Occupational Health and Safety promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

- (a) Management Structure including organogram**
- (b) Human Resource Plan**
- (c) Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
- (d) COLD Insurance**

Declaration

I/wedeclare that the above information provided is correct.

Signed: Date:

Name: Position:

Tenderer:

Form C9: Schedule of Information to be provided by Tenderer

Bidder to attach Organogram for the project (Starting with the MD up to the general worker)

1. Company details:

Registered Address:
Contact Person:
Telephone:
Fax:

2. Shareholders

Names/Percentages of holdings:

3. Bankers

Name of Account Holder :
Bank:
Branch:
Account Number:
Bank and branch contact details:

4. Turnover

Approximate turnover for each of the past three years:

2016:
2017:
2018:

5. Management and Manpower Resources

Supervisors:
Labourers:
Other:

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

Equipment owned by Company:
Own workshop/stores (location):

Signed: Date:

Name: Position:

Tenderer:

Form C10: Retention Money Guarantee (Pro-forma)

This form is a Pro-forma – It is to be supplied if applicable. Mark and sign if not applicable.

To: KNYSNA MUNICIPALITY	
.....	
.....	
The guarantee is issued on behalf of	
Registration No..... (hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").	
Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.	
Now therefore we, the undersigned, being duly authorised to represent the.....(full name of guarantor) registration number.....Undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.	
1. Each demand shall be in writing and delivered to us at.....or such other address as we shall in writing notify to you.	
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims between the Employer and the Contractor.	
3. Our aggregate liability under this guarantee is limited to.....(R.....)	
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.	
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.	
Signed at.....for and on behalf of.....on this day of.....in the year.....	
GUARANTOR:	
AS WITNESS:	
1.	2.
ADDRESS:	ADDRESS:
.....

Signed: Date:

Name: Position:

Tenderer:

Form C11: Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed: Date:

Name: Position:

Tenderer:



KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance.....	C1-2
C1.2 Contract Data	C1-9
C1.3 Performance Guarantee.....	C1-20
C1.4 Form of Occupational Health and Safety Act 1993	C1-23

KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

C1.1 FORM OF OFFER AND ACCEPTANCE (Pro Forma)

OFFER

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

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

CONTRACT

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

By the representative of the Tenderer, deemed to be duly 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.

For the Tenderer:

Signature:

Name:

Capacity:

Date:

Name and address of organization:

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

Signature and name of witness:

Signature:

Name:

Capacity:

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.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Works
- Part C4: Site Information
- Part T2: Returnable Schedules listed under Item 3 on Page T2-2

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during 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 duly signed by the authorised 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature:

Name:

Capacity:

Date:

Name and address of organization:

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

Signature and name of witness:

Signature:

Name:

Capacity:

Date:

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subjects of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,.
3. Any other matter arising from the process from offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:

Details:

2. Subject:

Details:

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:

For the Employer:

..... **Signature**

..... **Name**

..... **Capacity**

Name and address of organisation:

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

Name and address of organisation:

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

..... **Witness signature**

..... **Witness name**

..... **Date**

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of the Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)
of.....(month)
20..... (year)
at.....(place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYNSA MUNICIPALITY

C1.2 CONTRACT DATA

The Conditions of Contract are

- The “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015, as available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House 1685
South Africa

Tel +27 (0)11 805 5947

All of the following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data. The Contract Data shall take precedence over the GCC 2015 in the interpretation of any ambiguity or inconsistency.

Each item of data below is cross-referenced to the clause in the GCC 2015 to which it applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) The Form of Offer and Acceptance.
- (b) Amplifications of the General Conditions of Contract within the Contract Data.
- (c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- (d) The General Conditions of Contract.
- (e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Works and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma agreements in this document.

The variations to the General Conditions of Contract are:

Replace the content of subclause 1.1.1.5 with the following:

- 1.1 “1.1.1.5 Commencement date” means the date or written notice from the Employer or the Engineer requiring the Contractor, in terms of clause 5, to commence the execution of Works.

Add the following to subclause 1.1.1.16:

“The Employer’s Agent is also referred to as the Engineer.”

Add the following subclauses:

- 2.3 “2.3.2 The originals of all Drawings and Specifications prepared by or on behalf of the Employer shall remain in his custody and references herein to delivery to the Contractor of Drawings and Specifications shall relate to true copies thereof.

2.3.3 The Contractor shall be entitled to receive free of charge, to the extent provided in the Contract, copies of each such Drawing and Specification and to receive, at the cost of reproduction, such additional copies as he shall reasonably require. (refer to Volume 4: Drawings and Clause C3.2.4)

2.3.4 One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Engineer or any person authorised by him.

2.3.5 The Contractor shall, in accordance with the Engineer’s instructions, maintain a register on the Site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.”

- 4.1 “4.1.2 Amend the first five lines to read:
“Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Engineer be liable for any error or deficiency in any design, drawing or document supplied by him for that part of the”

- 4.3 “4.3.1 Amend the last line to read “... provide proof that he has therewith with regard to, amongst others, Occupational Health and Safety”.

Add the following new subclauses:

- 4.9 “4.9.2 In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.

4.9.3 When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

Add the following paragraph to subclause 5.7.1:

- 5.7 “The Contractor remains responsible for being able to procure the materials for this project for which he has tendered, regardless of supply shortages which may arise. Unless long lead items are specifically noted by the contractor with the submission of this tender, the responsibility for the timeous supply of materials to the site for incorporation into the works

rests with the Contractor, and no claims for extension of time in this regard will be entertained by the Employer in this regard.”

- 5.11 “5.11.1 *In the fourth line, after the word “progress” insert the phrase “or alter the order”*

Add the following new subclause:

“5.11.6 By reason of any contractor executing construction work, which is not in accordance with, the Contractor’s Health and Safety Plan for the site or which poses a threat to the health and safety of persons.”

“Add the following at the end of this subclause 5.14.7:”

- 5.14 “However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information.”

“6.5.3 In the last sentence:

- 6.5 (i) Delete the first word “if” and replace with “when”
(ii) Delete the last two lines and replace with the following:
“and statement and return one copy of each to the Contractor within one working day of the execution of the works”

In the first line of Clause 6.6.1.2.1 after the word “sums” and the third line of Clause 6.6.1.2.2 after the word “amount” insert “excluding VAT.”

Delete subclause 6.6.3 and replace with the following:

- 6.6 “6.6.3 Expenditure in connection with Provisional and Prime Cost Sums shall be solely at the discretion and on the instruction of the Engineer. No expenditure shall be incurred under a Contingency Allowance without the written approval of the Employer. Any parts of the amounts provided under any of the above items in the Bill of Quantities which are not expended shall not be included in the Contract Price.”

Replace the contents of subclause 6.7.1 with the following:

- 6.7 “The quantities in the Bill of Quantities are nominal quantities which are included solely for the purpose of Tender evaluation. These quantities are not guaranteed, nor have they any other significance in terms of the Contract other than a means of assessing the Tender.

Only the actual quantities of work which are executed by the Contractor in fulfilment of his obligations under the Contract will be measured or approved by the Engineer for payment purposes.

An alteration of the quantities included in the Bill of quantities shall not affect the validity of the Contract. The Tendered rates and prices shall remain valid and applicable irrespective of any differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.”

- 6.8 “6.8.2 Insert “VAT and” after “excluding” in the parenthesis in the third line.

“6.8.4 Add “, the Engineer” after “Employer, ” in the eight line.

“6.10.2 Replace the second sentence (commencing “The valuation of such materials”) with the following:

- 6.10 “The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to

the Contractor and inclusive of any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Engineer as payable to the Contractor in respect of each Payment Certificate, as provided for in subclause 6.10.1;”

“6.10.8 Replace the third sentence (commencing “The Engineer shall deliver”) with the following:

“The Engineer shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the the Engineer of the Contractor’s said statement, and the Employer shall pay the amount due to the Contractor within 30 days after receipt by the Employer of the payment certificats signed by the Engineer.”

Add the following paragraph to subclause 7.2.1:

- 7.2 “The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.”

Add the following new subclauses:

- 7.4 “7.4.6 The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete. Although not a requirement for the Contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.

7.4.7 Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements.
The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Engineer.

7.4.8 Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Engineer for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements.”

Add the following new subclause:

- 7.6 “7.6.3.3 To stop any contractor from executing construction work, which is not in accordance with, the Contractor’s health and safety plan for the site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing.”

Add the following new subclause:

- 8.3 “8.3.1.14 Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks.”

“8.4.1.1 Delete and replace with the following:

- 8.4 “Hereby indemnifies the Employer, the Engineer and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and”

Add the following new subclause:

- 9.2 “9.2.1.3.9 Has failed to execute construction work in accordance with the Contractor’s Health and Safety Plan or without a threat to the health and safety of persons within fourteen (14) days after receiving from the Engineer written notice of the same.”

Add the following subclause:

- 10.1 “10.1.6 Early warning – A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

10.1.7 The Contractor’s entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.”

CONTRACT PRICE ADJUSTMENT SCHEDULE

- Clause 1 *Insert the words: “excluding VAT” after the word “statement” in the first line of the first paragraph.*

Replace the word “fourth” in the fourth line of the first paragraph with “sixth”

Add the following after ““L” is the “Labour Index””:

“and shall be the Consumer Price Index (CPI per province), for the province wherein the larger part of the Site is located, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables, Table 14, of Statistics South Africa”

- Clause 4 *Add the following new subclause:*

“Clause 4.3 The rate or price stated in the Contract by the Contractor for a “special material” shall exclude VAT but include all other obligatory taxes and levies.”

“The special materials are listed in Part T2: Returnable Documents to be completed by the Tenderer.”

CONTRACT DATA

Part 1: Contract Data completed by the Employer

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this contract:

Clause Compulsory Data

1.1.1.13 The Defects Liability Period: **12 calendar months**.

1.1.1.14 The time for achieving Practical Completion is

14 weeks

excluding special non-working days.

1.1.1.15 The name of the Employer is KNYSNA MUNICIPALITY, represented by the Project Engineer and/or such other person or persons duly authorised thereto by the Employer in writing.

1.1.1.16 The name of the Employer's Agent/Engineer is Kantey & Templer (Pty) Ltd acting through a Director or an official authorised thereto in writing.

1.1.1.26 The Pricing Strategy is Re-measured Contract.

1.2.1.2 The address of the Employer is:

Knysna Municipality
P O Box 21
KNYSNA
6570

1.2.1.2 The address of the Engineer is:

Kantey & Templer (Pty) Ltd
66 Victoria Street
George
6529

Tel: 044 – 874 2177

3.1.3 The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

- (1) Nominating the Engineer's Representative in terms of clause 3.2.1
- (2) Delegation of Engineer's authority in terms of clause 3.2.4
- (3) Providing consent for subcontracting part of the contract in terms of clause 4.4.3
- (4) The issuing of instructions for dealing with fossils and the like in terms of clause 4.7.1
- (5) Authorizing the Contractor to repair and make good excepted risks in terms of clause 8.2.2
- (6) The issuing of a variation order in terms of clause 6.3.1
- (7) Granting permission to work during non-working times in terms of clause 5.8.1
- (8) Suspend the progress of the works in terms of clause 5.11.1

- (9) The issuing of an instruction to accelerate progress in terms of clause 5.7.3
 - (10) The reduction of a penalty for delay in terms of clause 5.13.1
 - (11) The determination of additional or reduced costs arising from changes in legislation in terms of clause 6.8.4
 - (12) The giving of a ruling on a contractor's claim in terms of clause 10.1.5
 - (13) The agreeing of an extension to the 28 day period in terms of clause 10.1.5
 - (14) The inclusion of credits in the next payment certificate in terms of clause 10.1.5
 - (15) The agreeing of the adjustment of the sums for general items in terms of clause 6.11.1
- 5.3.1 The Documentation required before commencement with the Works execution are :
- (1) Health and Safety Plan (Refer to Clause 4.3)
 - (2) Form of Occupational Health and Safety Act 2014 (Refer to C1.4)
 - (3) Initial programme (Refer to Clause 5.6)
 - (4) Security (Refer to Clause 6.2)
 - (5) Insurance (Refer to Clause 8.6)
- 5.3.2 The time to submit the documentation required before commencement with the Works execution is **14 days**.
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor. Other contractors will be working in the vicinity of the site and from certain milestone dates other contractors will be working on the site construction buildings, installing equipment and plant.
- 5.8.1 The non-working days are Sundays. The special non-working days are Statutory Public holidays and the year-end break as defined by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works is R1 000.00 per calendar day.
The penalty for failing to meet the specified milestone dates indicated in Table C3.6.1 is R1 000.00 per calendar day".
- Should the contractor be required to remedy any defects during the Defects liability period, and where such remedial work necessitates the closure of the site or suspension of any service or activity operated by the Employer, then a supplementary penalty of R1 000.00 per day or part thereof shall be payable by the contractor to the Employer".
- 5.16.3 The latent defect period is 10 years.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 10%.
- 6.8.2 The value of the certificates shall in accordance with the Contract Price Adjustment Schedule with the following values:
- Price Adjustment will **not** be applicable to this contract. All rates are to be fixed for the contract duration.
- 6.8.3 The base month is the month prior to the month the closing date.
- Price adjustments for variations in the costs of special materials are not allowed.
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.
- 6.10.3 Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor. The limit of retention money is 10% of the Contract Value. A guarantee in lieu of retention is permitted.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0,00 (Zero Rand).

- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.
- 10.5.3 The number of Adjudication Board Members to be appointed is three.
- 10.7.1 The determination of disputes shall be arbitration.

Part 2: Data provided by the contractor

Clause

1.1.1.9 The name of the Contractor is.....

1.2.1.2 The address of the Contractor is

.....

.....

.....

6.2.1 The security to be provided by the Contractor shall be one of the following:

Type of security	Contractor's choice. Indicate "yes" or "No"
Cash deposit of 10 % of the Contract Sum.	
Performance guarantee of 10% of the Contract Sum.	
Retention of 10 % of the Contract Sum.	
Cash deposit of 5 % of the Contract Sum plus retention of 5 % of the value of the Works.	
Performance guarantee of 5 % of the Contract Sum plus retention of 5 % of the value of the Works	

6.8.3 The variations in cost of special material – refer to Part T2: Returnable Documents.

Part 3: Errata to GCC 2015 by SAICE

All updates, errata or other amendments to GCC 2015 published by SAICE prior to the Base Month of this Contract shall be deemed to form part of GCC 2015.

Part 4: Errata to GCC 2015 by the Employer

The items in this Part 4 shall be deemed to be supplementary corrigenda by the Employer to the GCC 2015, and shall be deemed to form part of GCC 2015. In the event of conflict between any item in this Part 4 and an item in the above Part 3, the relevant item in Part 3 shall take precedence.

1. On page ii, delete “®” in the penultimate line.

KNYSNA MUNICIPALITY

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TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

C1.3 PERFORMANCE GUARANTEE (Pro-forma)

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

.....

Physical address:

.....

.....

.....

"Employer" means:

"Contract" means:

"Engineer" means:

"Works" means:

"Site" means:

"Contract" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

.....

"Guarantee Sum" means: The maximum aggregate amount of R.....

Amount in words:

.....

"Expiry Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. This Guarantor's liability shall be limited to the amount of a Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional of final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is call up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payments in terms of 5. the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned by the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

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THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

C1.4 FORM OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

This AGREEMENT made at on this the day of in the year between KNYSNA MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and(hereinafter called "the Mandatary") ofon the other part, herein represented byin his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz **TENDER NO.: 47/2018/19 THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY** and has accepted a tender by the Mandatary for the construction, completion and maintenance of such works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
 - (a) The date of the Certificate of Completion issued in terms of subclause 5.14.4 of the General Conditions of Contract for Construction Works, Second Edition, 2015 (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - (b) The date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC.
3. The Mandatary declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - (i) Section 8: General duties of employers to their employees.
 - (ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - (iii) Section 37: Acts or omissions by employees or mandataries and

- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
4. In addition to the requirements of clauses 4, 5, 6, 7 and 8 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
 5. The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether of not nominated and/or approved by the Employer.
 6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of this agreement.
 7. The Mandatary undertakes to ensure that he and/or his subcontractor and/or their representative employees will at all times comply with the following conditions:
 - (a) The Mandatary shall assume that the responsibility in terms of Section 16.1 of the Act. The Mandatary shall not delegate any duty in term of Section 16.2 of the Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forward to the Employer.
 - (b) All incidents referred to in The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Act into any incident involving the Mandatary and/or his employees and/or its subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witness:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS:

NAME (IN CAPITALS):

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS:

NAME (IN CAPITALS):

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Part C2: Pricing Data

C2.1 Pricing Instruction..... C2-2

C2.2 Bills of Quantities..... C2-5

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C2.1 PRICING INSTRUCTION

The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specifications), and the drawings are to be read in conjunction with the Schedule of Quantities. The measurement has been done in accordance to the SANS 1200 Standard Specifications and payment clauses of the SANS 1200 Standard and Particular Specifications, shall be deemed to form part of and included in the Pricing Instructions.

- a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
 - b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
 - c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, set out what ancillary or associated activities are included in the rates for the operations specified.
1. For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measure for each item of work as defined in the specifications.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum	:	An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.
Provisional sum	:	An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

2. This bill of quantities forms an integral part of the contract documents.
3. The quantities set out in the bill of quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, shall be used for determining payments to the Contractor. The contractor is not to place orders for materials based solely on these quantities.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract, paragraphs 11 and 12 of this preamble.

4. Rates and lump sums shall be comprehensive (but excluding VAT). Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the specifications, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
5. The tenderer shall fill in a rate or a lump sum for each item where provision has been made for it, even where no quantities are given. Should the tenderer not wish to provide a rate or lump sum for an item a rate or sum of nil shall be entered.

A tender may be rejected if the tenderer has not filled in a rate or a lump sum against each item and if the tenderer fails to furnish the rates or lump sums for such items within seven days of having been notified in writing by the employer to do so.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Tenderers shall also note the provisions of paragraph 12 of this preamble.

The tenderer SHALL NOT group a number of items together and tender one lump sum for such group of items. The tenderer also SHALL NOT indicate against any item that full compensation for such item has been included in another item. Any item against which such an indication is given shall be considered to have a price or rate of R0,00.

6. The works as executed will be measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary.
7. The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
8. The stating of quantities of material or amount of work in the bill of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
9. The short descriptions of the payment items given in the bill of quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made, inter alia, to the drawings, standard specifications, project specifications, general conditions of contract and contract data for more detailed information regarding the extent of the work entailed under each item.
10. Reference shall be made to the relevant clause of the general conditions of contract regarding provisional sums and prime cost sums and data provided in this document.
11. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding and may not be adjusted should there be

any mistakes in the extensions thereof. Should there be any discrepancies between the correctly extended and totalled bill of quantities and the tender sum, the rates will be regarded as being correct, and the employer shall have the right to make such adjustments to the tender sum as he may deem necessary in order to reconcile the total of the bill of quantities with the tender sum. In such an event the Contractor will be consulted but failing agreement between the parties, the decision of the employer shall be final and binding. Such adjustment of the tender sum shall take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

12. A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven days of having been notified in writing by the employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the tender sum unchanged.
13. The units of measurement indicated in the bill of quantities are metric units. The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre - pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1 000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kN	=	kilonewton
kW	=	kilowatt
P C sum	=	prime cost sum
prov sum	=	provisional sum
sum	=	lump sum

14. All rates and sums of money quoted in the bill of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
15. The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter PS refer to payment items described under the project specifications.

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TENDER NO.: 47/2018/19

**THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA
MUNICIPALITY**

C2.2 BILL OF QUANTITIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
1		SECTION : GENERAL				
	SABS 1200 A	SECTION : PRELIMINARY AND GENERAL				
1.1	8.3	FIXED-CHARGE ITEMS (SEE PSA 8.2.1)				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establish Facilities on the Site :				
		a) Facilities for Engineer (SABS 1200 AB and PS items)				
1.1.2		(i) Furnished offices (1 no.)	Sum	0		
1.1.3		(ii) Nameboards	No	1		
		b) Facilities for Contractor				
1.1.4		Offices and storage sheds	Sum	1		
1.1.5		Workshops	Sum	1		
1.1.6		Laboratories	Sum	1		
1.1.7		Living accommodation	Sum	1		
1.1.8		Ablution and latrine facilities	Sum	1		
1.1.9		Tools and equipment	Sum	1		
1.1.10		Water supplies, electric power and communications	Sum	1		
1.1.11		Dealing with water (Subclause 5.5)	Sum	1		
1.1.12		Access (Subclause 5.8)	Sum	1		
1.1.13	8.3.3	Other fixed-charge obligations				
		General responsibilities and other time related obligations including complying with the OHSA and all other safety and environmental requirements of The Employer.	Sum	1		
1.1.14	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
1.2	8.4	TIME-RELATED ITEMS (REFER TO PSA 8.2.2)	B/F			
1.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.2	a) Facilities for Engineer for duration of construction, except where otherwise stated				
1.2.2		(i) Furnished offices (1 no.)	Sum	0		
1.2.3		(ii) Nameboards	No	1		
	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				
1.2.4		Offices and storage sheds	Sum	1		
1.2.5		Workshops	Sum	1		
1.2.6		Laboratories	Sum	1		
1.2.7		Living accommodation	Sum	1		
1.2.8		Ablution and latrine facilities	Sum	1		
1.2.9		Tools and equipment	Sum	1		
1.2.10		Water supplies, electric power and communications	Sum	1		
1.2.11		Dealing with water (Subclause 5.5)	Sum	1		
1.2.12		Access (Subclause 5.8)	Sum	1		
1.2.13	8.4.3	Supervision for duration of construction	Sum	1		
1.2.14	8.4.4	Company and head office overhead costs for the duration of the contract	Sum	1		
1.2.15	8.4.5	Other time-related obligations				
		(i) General responsibilities and other time related obligations including complying with the OHSA and all other safety and environmental requirements of The Employer.	Sum	1		
		(ii) General responsibilities and other time related obligations including complying with the access requirements of The Employer.	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
		(a) For work to be executed by the Contractor and valued in terms of the valuation of variations "clauses in the conditions of contract"	B/F			
	8.7	Dayworks				
	8.7.1	(i) Labour				
1.3.1		a) Labourer	hr	3		
1.3.2		b) Charge Hand	hr	3		
1.3.3		c) Junior Foreman	hr	3		
1.3.4		d) Senior or General Foreman	hr	3		
1.3.5		e) Artisan	hr	3		
1.3.6		f) Surveyor	hr	3		
1.3.7	8.7.2	(ii) Percentage on-cost on subtotal for sub-item (i) Labour. (Subtotal for sub-items (a) to (f) to be entered in the quantity column)	%			
1.3.8	8.7.3	(iii) Materials	Prov Sum	1	5 000.00	R 5 000.00
1.3.9	8.7.4	(iv) Percentage on net cost of materials on item (iii)	%			
		(v) Vehicles, Plant and Equipment				
		f) Tip Truck				
1.3.10		(i) Capacity of 6m3	hr	3		
1.3.11		i) Plate Compactor	hr	3		
1.3.12		k) Compressor	day	1		
1.3.13		n) Generator	day	1		
1.3.14		o) Bakkie	day	1		
1.3.15		(vi) Percentage on-cost on subtotal for sub-item (v) Vehicles, plant and equipment. (Subtotal for sub-items (a) to (o) to be entered in the quantity column).	%			
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
		SECTION : GENERAL	B/F			
		(b) For work to be executed by a selected sub-contractor				
1.3.16		(i) Allow the provisional sum for Electrical (including COC on completion)	PC SUM	1	10000.00	10000.00
1.3.17		Management, proffit and attendance fee on item (i)	%	10 000.00		
1.4		TEMPORARY WORKS				
1.4.1	8.8.4	EXISTING SERVICES				
		Excavate by hand in soft material to expose existing services.	m³	1		
1.5	8.8.2	ACCOMMODATION OF TRAFFIC (People)				
1.5.1		Maintain signs, hording etc. for access during construction. Item to be all inclusive for duration of contract including hording (18mm shutterboard and fixing - 2400mm high), demarcation, signage etc.	Sum	1		
1.5.2		Accommodation of traffic	weeks	12		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2	SABS 1200C	SECTION B				
		SITE CLEARANCE				
2.1		Remove existing tiles & spoil offsite.	m ²	4.5		
2.2		Straight grinder cut & break out existing concrete surface bed and spoil offsite.	m ³	0.5		
2.3		Straight grinder cut & Demolish Existing Onebrick low wall & spoil offsite.	m ²	1.5		
2.4		Construct 110mm dia holes in One brick walls, install 110mm dia uPVC sleeves & make good.	No	2		
2.5		Construct 110mm dia holes in halfbrick walls, install 110mm dia uPVC sleeves & make good.	No	1		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3	SABS 1200 DA	SECTION C EARTHWORKS - SMALL WORKS				
3.1		Excavate in all materials and spoil offsite.	m³	2		
3.2	8.3.4	Import G7 gravel , place in layers up to 150 mm thickness and compact to 95% MOD AASHTO density.	m³	0.6		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4	SABS 1200 G	SECTION D				
		SECTION: CONCRETE (STRUCTURAL)				
4.1		CONCRETE				
4.1.1	8.4.3	Strength grade 30MPa/19 concrete to:				
4.1.1.1		a) New Lift Pit	m³	1		
4.1.2	8.4.4	Wood float finish to.				
		a) Inside of lift pit & top of upstand beam.	m²	5		
4.2	8.3	REINFORCEMENT				
4.2.1	8.3.2	Steel bars high tensile Y10 to Y25	kg	150		
4.2.2		Y16 DOWELS 300mm long drilled & doweled into existing wall soffit & fixed with HILTI Hithy 170.	No	5		
4.3		WATERPROOFING				
4.3.1		Supply & install 500 micron DPM tank around lift pit as per manufacturer's specifications.	m²	7		
4.3.2		Two coats ABE Duraflex waterproofing applied to lift pit sides & top as per manufacturer's specifications.	m²	5		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5		SECTION E				
		SECTION: PLASTERING				
		Floors				
		5.1.1 Lay and grout 600x600 floor tiles to suit existing. Tiles measured elsewhere.	m²	6		
		5.1.2 Allow provisional sum of R150.00 per sq.m excluding VAT for supply of floor tiles	m²	6	150.00	900.00
5.2		One coat 1:4 cement plaster finished smooth with a steel trowel				
5.2.1		Narrow width to One Brick Wall endges.	m²	1.5		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6		SECTION F				
		PAINTING				
6.1		Clean, Prepare and apply two coats quality acrylic PVA emulsion paint (Plascon) internally on: a) Existing walls.	m ²	35		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7	PSO	SECTION G				
		LIFTS (Design, Supply, Install and Construct) - PSO				
7.1		1 no. Aluminium and stainless steel (pow der coated) & safety glass, 2 stop tow er lift and shaft as per drawing no. G5189-SE-001 to fit into 1640 X 1405 mm existing lift space, 300 kg min./4 passengers, 830w x 1270d car, 2 stops, 2 entrances in line (L1, L2), 800w x 2100h Centre opening 2 or 4 panel doors, 0,150m/s min. operating speed.	Sum	1		
7.2		Costs for Maintenance Manuals, drawings and documentation (including design certification and certificate signed of by a competent person as per SANS 10400 - Mechanical, Electrical and Structural Engineer). Including all required Municipal Applications, Government Department Requirements (enrolment, registration and inspection on completion) and all required COC's.	Sum	1		
7.3		Inspection of site prior to installation to ensure that all the requirements are met.	Sum	1		
7.4		Interface w ith Fire Detection system.	Sum	1		
7.5		12 Months "free" maintenance as specified.	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY OF SECTIONS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>Total Amount</u>
A	PRELIMINARY AND GENERAL	_____
B	SITE CLEARANCE	_____
C	EARTHWORKS - SMALL WORKS	_____
D	CONCRETE (STRUCTURAL)	_____
E	PLASTERING	_____
F	PAINTING	_____
G	LIFTS	_____
TOTAL OF BILL OF QUANTITIES		_____
Add: Contingency	10%	_____
Sub-Total		_____
VAT @	15%	_____
TOTAL OF BILL OF QUANTITIES INCLUDING VAT		=====

CONTRACTOR:.....

SIGNATURE:.....

DATE:.....



KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

**THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYRNA
MUNICIPALITY**

C3: SCOPE OF WORKS

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C3.1: PORTION 1: DESCRIPTION OF THE WORKS

This project specification is set out in two portions.

PORTION 1 covers a general description of the works or project, the facilities available and the requirements to be met.

PORTION 2 covers variations and additions to the standard and particular specifications that are applicable to the contract.

All clauses in the project specification are preceded with "PS". In Portion 1, this is followed by a number. In Portion 2, this is followed by the relevant letter(s) and number of the relevant clause of the standard specifications. This will replace, amend or add to the standard specification with the same number. For a new clause the numbers follow on from the last clause number used in the relevant specification.

Any clause referred to in the standard specification will also include the relevant Project Specification.

PORTION 1

PS 1 GENERAL DESCRIPTION OF WORKS

This contract covers the design, supply, installation and construction of a lift including structural certification, COC's and enrolment with the Department of Labour and SANAS inspection and approval.

PS 2 DESCRIPTION OF SITE AND ACCESS

The areas where the works are to be constructed are situated in the Knysna general area as follows.



New Lift Clyde Street Knysna

Access to the Site is off the existing roads. The location of the contractor's camp will be discussed at the site handover meeting. The contractor is to make his own arrangements for accommodation and services required during construction.

PS 3 DETAILS OF CONTRACT

This contract comprises, inter alia, the following work.

- 3.1 The establishment on site of facilities for the Contractor and the provision of necessary plant, personnel and equipment.
- 3.2 Provision of a full-time safety officer and a full-time site manager.
- 3.3 Compliance with all Knysna Municipality and legislative HSSE and OHS requirements.
- 3.4 Compliance with all Knysna Municipality access requirements.
- 3.5 Design and Construction of a 4 person (min. 300 kg), two stop lift including its own structure inside an existing building.
- 3.6 Various small earthworks and concrete works to create the lift pit.
- 3.7 Associated electrical reticulation and connections.
- 3.8 Provision of a QA Data Pack and red-lined "as-built drawings".
- 3.9 The removal of plant and equipment and the final tidying up of the sites on completion. Including disposal of all unsuitable soil/material removed during excavation.
- 3.10 The making good of defects as required by Clause 5.16 of the General Conditions of Contract for a period of twelve months.

PS 4 CONSTRUCTION PROGRAMME

PS 4.1 Time for Completion

The time for completion of the main contract is to be stated by the tenderer in the tender submission.

However it shall be noted that the Employer has estimated that the works should be completed within:

- 14 weeks

PS 4.2 Programme

It is incumbent upon the Contractor to submit a programme for approval within 7 days of the award of his contract. This programme is to be discussed and agreed between the Main Contractor and Sub-Contractor's prior to submission and will be subject to discussion and review by the Engineer. No claim for an extension of time or acceleration will be entertained by the Employer because of any failure of the Main Contractor and Sub-Contractor's to accommodate one another.

PS 4.3 Other Programme Constraints and Criteria

- 4.3.1 It is noted that other contractors will be working in the area and the Contractor is to take this into consideration in his program and costs. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:
 - (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed re-sourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
 - (ii) The sequence of activities and any dependencies (time or resource related) between them.

- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- (v) Float.
- (vi) The anticipated value of work to be done during each month.
- (vii) Other information specifically required by the Engineer.

4.3.2 When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Expected weather conditions and their effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) The accommodation and safeguarding of public and traffic.
- (iv) Dealing with, altering and installing services.
- (v) The reasonable requirements and programmes of the Employer.
- (vi) All other actions required in terms of this contract.

4.3.3 The following details shall be submitted together with the programme.

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic and construction plant accommodation proposals on which the programme is based.

4.3.4 The Contractor shall base his initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Engineer as a result of further examinations made by him.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Employer, the Contractor, Employer's agent and/or the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and a revised programme shall be submitted within one week of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.

Acceptance of the programme merely constitutes an acknowledgement by the Engineer that the Approved Programme represents a contractually compliant, realistic and achievable depiction of the contractor's intended sequence and timing of construction of the works. Approval does not turn the Contractor's programme into a contract document, or mandate that the works should be constructed exactly as set out in the Approved Programme.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting copies of the following:

- i. The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.
- ii. A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.
- iii. Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- iv. A report on all labour, plant and materials on site.

PS 4.4 Working Hours

4.4.1 Access to the site will need to be arranged with Knysna Municipality and will only be possible during business hours.

4.4.2 Business hours are:

Monday to Friday:	8h00 - 16h30
Saturday:	No work allowed
Sunday and Public Holidays:	No work allowed.

PS 5 FEATURES REQUIRING SPECIAL ATTENTION

PS5.1 Providing access to emergency vehicles during the construction period.

Alternative routes for emergency vehicles will be discussed with the Employer during the compulsory meeting.

PS5.2 Haulage

Haulage shall not be measured separately. All rates tendered for materials hauled off site or onto site or on site shall be deemed to include amounts for haulage.

PS5.3 Safety

The Contractor's personnel shall be subject to all safety procedures and regulations as laid down by The Employer.

No open fires shall be lit anywhere on site.

The Contractor shall be responsible for ensuring the satisfactory and safe condition of all power tools and power equipment. All electrically powered equipment shall be intrinsically safe. The use of electrically powered equipment shall be subject to the prior approval of The Employer.

PS5.4 Safety Requirements

In the event of a fire at the site of the works, the Contractor shall provide a first response to minor fires, inform The Employer's personnel of the fire and shall then vacate the site immediately. He shall not be responsible for fighting fires within the area.

PS5.5 Security Requirements

All Contractor personnel shall at all times wear their security ID card and a hard hat bearing their employer's name or colour code so as to be easily identifiable as being employed by the particular company concerned.

PS5.6 Occupational Health and Safety Act (Act 85 of 1993)

All Occupational Health and Safety Act Regulations pertaining to the work being carried out must be adhered to. The Employer's employees and Contractors (including their employees) shall at all times be supervised by a competent Supervisor appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The Engineer reserves the right to judge the competence of the appointed Supervisor for the task being performed before and during the progress of the work.

The Contractor shall, when called upon to do so, enter into and execute an Agreement with the Employer as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement shall be in the form of the proforma included elsewhere in this document.

PS5.7 Accommodation of Traffic

Access to the works shall be off the public road into the site area. Movement of construction vehicles and plant must be managed/planned to ensure that other users are not delayed at the access of the road. The necessary signage to manage traffic during construction will be required.

PS5.8 Dealing with water

The Contractor is responsible for the control of stormwater from adjoining areas, the site and groundwater. No additional payment will be made and it will be deemed to be included in the rates of the relevant items.

PS6 ENVIRONMENTAL REQUIREMENTS

The Contractor shall take particular note of the environmental requirements (EMP attached) contained in the Particular Specifications.

The Contractor shall take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the contractor's expense.

Storage and stockpiling areas for materials adjacent to the works will be discussed and agreed to with the Employer at the compulsory site meeting. Excess material from excavations and waste material shall only be spoiled at sites that have been approved by the Engineer.

PS 7 CLIMATE CONDITIONS

The project falls within the year-round rainfall region of the Southern Cape coast. In terms of Thornthwaite's climatic classification system, the area falls within the wet region and has a Weinert N value of less than 2.

PS 8 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

For the purposes of calculating an extension of time due to climatic conditions in terms of clause 5.12.2 of the general conditions of contract the number of days in excess of the number of working days anticipated to be lost due to climatic conditions shown in the table below shall be taken into account:

Month	Working Days
January	2
February	2
March	2
April	2
May	1
June	1
July	1
August	1
September	1
October	2
November	3
December	2

The Engineer will certify a day lost due to climatic conditions only if:

- No work on the critical path according to the latest approved programme for completion of the works could be carried out during that specific working day or if
- Only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of climatic conditions will be calculated monthly as being equal to the absolute value of number of days certified by the Engineer as lost due to climatic conditions, less the number of days in Table A. "The days will however not be written off if not claimed during the month, but shall be taken as cumulatively over the whole contract period".

The total extension for the contract will be the sum of the monthly extensions. Extension of time for six-day working weeks and parts of a month shall be calculated pro rata.

A record of inclement weather shall be kept by the Contractor and recorded at site meetings on a regular basis. The onus is on the Contractor to prove these claims. If extension of time is granted due to abnormal climatic conditions only the date of Practical Completion will be revised in accordance with the contract, no claim for preliminary and general items will be entertained.

PS 9 APPLICABLE STANDARDISED SPECIFICATIONS FOR "PORTION A"

Although not bound in nor issued with this document, the following standardised specifications (latest edition) shall form part of the contract document and, notwithstanding the provisions of Subclause 2.2 of SABS 1200 A, editions specified below shall apply:

SABS 1200	A	General
SABS 1200	AA	General
SABS 1200	C	Site Clearance
SABS 1200	D	Earthworks
SABS 1200	DA	Earthworks (small works)
SABS 1200	DB	Earthworks (Pipe Trenches)
SABS 1200	DM	Earthworks (Road, Subgrade)

SABS 1200	G	Concrete (structural)
SABS 1200	GE	Structural Precast Concrete
SABS 1200	L	Medium Pressure Pipelines
SABS 1200	LB	Bedding (Pipes)
SABS 1200	LC	Cable Ducts
SABS 1200	LD	Sewers
SABS 1200	LE	Stormwater Drainage
SABS 1200	M	Road (general)
SABS 1200	ME	Sub-base

All local and municipal regulations and bylaws and the National Building Regulations, Standard Building Regulations (Act 33 of 1992), Occupational Health and Safety Act (Act 85 of 1993) and South African National Standards 1914, 1921 and 2001

PS 10 TEMPORARY WORKS

The Contractor shall obtain written permission from the Engineer before construction of any temporary works may commence. Temporary works will include the following:

- (a) Signage and markings for the surface movement of vehicles and personnel.
- (b) Placing and removal of barricades and hording where required.
- (c) All facilities within the Contractor's construction camp. The design shall compile with the specifications where provided in these documents and all statutory requirements such as the Occupational Health and Safety Act and Regulations. The area is to be reinstated upon completion.
- (d) Access roads for the construction camp and temporary material stockpile site. These roads are to be designed, constructed and maintained by the Contractor to comply with safety and environmental requirements. They must be reinstated upon completion the Works.

C3.2: PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardized Specifications referred to in Portion 1 will be valid for this contract. The prefix "PS A" indicates an amendment to SABS 1200 A, "PS C" to SABS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SABS 1200.

SABS 1200 A: GENERAL

PS A 2 INTERPRETATIONS

PS A 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."

PS A 3 MATERIALS

PS A 3.1 Quality

Substitute the second sentence of the first paragraph of A3.1 with the following:

"Materials shall bear the official mark of the appropriate standard."

Substitute the second paragraph with the following:

"Testing to ascertain that the materials do comply with the relevant minimum requirements shall be undertaken by a combined Engineer's/Contractor's commercial laboratory. The cost of tests done and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any testing to be done at least 48 hours before such test are required and must allow in his programme for the time necessary for the tests and the processing of the results thereof."

PS A 3.3 Ordering of materials

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

The Contractor shall satisfy himself of the continuous availability of material. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sourced elsewhere.

PS A 4 PLANT

PS A 4.2 Contractor's Office, Stores and Services

Add the following paragraph before the first paragraph:

"The Contractor's construction camp shall be situated as indicated at the site inspection and shall contain all offices, stores, workshops, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition."

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 maintain them in a clean & hygienic state at all times.

The contractor shall make arrangements if necessary for the removal of night soil."

Add the following to A 4.2:

"The Contractor's site agent or representative must be contactable at all times"

PS A 5 CONSTRUCTION

A 5.1 Survey

PS A 5.1.1 Setting out of the Works

Bench marks as well as reference pegs have been placed on the Site and these will be used to set out the Works. Setting out of the works is the sole responsibility of the Contractor and shall be done from survey pegs along the road reserve boundaries and from bench marks as indicated on the drawings. The positions and values of these pegs are given on the drawings.

The Contractor shall within two (2) weeks after the land surveyor has set out pegs, check levels over all reference pegs and bench marks and line pegs. This must be done before the Contractor intends constructing any portion of the Works influenced by such pegs or bench marks. The Engineer shall be informed in writing of any discrepancy discovered in the positions or levels immediately on discovery but in any event at least 7 days before such construction is due to start. Any costs or subsequent costs arising from discrepancies, which have not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and bench marks are correct.

PS A 5.2 Watching, Barricading, Electric Lighting and Traffic Crossing

Add the following to A 5.2:

"The crossing of existing entrances must be done so that free access is ensured at all times.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences."

PS A 5.4 Protection of the overhead and underground services

Add the following to A 5.4:

"The Contractor shall as soon as possible after handing over of the site, commence with the detection of existing services, continuously without interruptions and finalize it at least 7 days before excavation starts at that particular section.

Provision must be made for the protection and maintenance of existing services for the duration of the contract. No payment will be made in respect of this and all costs must be included in the tendered rates. 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.

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 there from, whether caused directly by his operations or by lack of proper protection."

PS A 5.6 Pollution

Add the following paragraph:

"Measures to minimize dust shall include regular and effective treatment and watering of working areas. No additional payment will be made for such measures and the Contractor shall allow for them in his tendered rates.

The Contractor shall ensure that all construction debris (e.g. cement bags, timber, wire, nails, etc) waste and surplus food, food packaging, litter and organic waste are not deposited by his employees anywhere on, or off, the site except in refuse bins for removal on a regular basis by the Contractor. Refuse collected must be disposed of only at a site(s) approved by the Engineer and local authority.

The Contractor shall provide labour to clean up the Contractor's camp and working areas at least once a week, or as deemed necessary."

PS A 5.9 Site Meetings

Add the following subclause to A 5.9:

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 Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. 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.

Technical Meetings are to be held monthly, two weeks from the Site Meetings. At such monthly meetings, matters such as technical issues and community liaison regarding programming of Works and other related matters are to be discussed."

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.1 Measurement

PS A 8.1.2.1 Contents

Replace item c) with the following:

"The 'duration of construction' shall be the time for completion stated in the contract data".

PS A 8.2 Payment

PS A 8.2.1 Fixed-charge and Value –related items

Replace the contents of this item with the following:

"Saving the stipulations of 8.2.3 and 8.2.4, payment for fixed-charge and value-related items shall be made in two equal instalments. The first instalment equal to half of the tendered amount shall be made payable in the first certificate after completion of the Contractors obligations under each respective item. The second instalment shall be paid as soon as the total value certified for payment, including retention moneys, but excluding the second payment referred to above, exceeds 50% of the Tender Amount for the Contract."

PS A 8.2.2 Time –related items

Replace the contents of this item with the following:

"Saving the stipulations of 8.2.3 and 8.2.4, payment for time-related items shall be made on a monthly basis calculated by multiplying the respective tendered amounts with the fraction which the total amount (excluding all payments for time-related items) certified for payment comprises of the final, estimated (if necessary) Contract Amount (excluding all payments for time-related items). Tendered amounts for time-related items shall be adjusted pro rata for any official reduction or extension of time granted on the agreed duration of construction."

“PS A 8.2.5 Adjusted payment for time-related items

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended:

Sum of Tendered amounts for time-related items = Extended contract period as authorised by variation order / tender contract period

The abovementioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

PS A 8.5 Sums Stated Provisionally by Engineer

Add the following:

Sums allowed will be all inclusive and be paid on approval of the required proof of cost/expense incurred by the contractor.

PS A 8.7 Daywork

Replace contents with the following:

"Work will be classified as daywork only if the Engineer considers no other rate in the schedule of quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of clause 37(2) of the general conditions of contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the schedule of quantities may possibly not be required for this contract.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

PS A 8.7.1 Labour

- (a) Labourer hour (hr)
- (b) Charge hand hour (hr)
- (c) Junior Foreman..... hour (hr)
- (d) Senior or General Foreman..... hour (hr)
- (e) Artisan..... hour (hr)
- (f) Surveyor hour (hr)

PS A 8.7.2 Percentage on-cost on subtotal for labour percentage (%)

The day work rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Engineer.

The tendered percentage shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The tendered rates shall be subject to the contract price adjustment factor as laid down in of the general conditions of contract.

PS A 8.7.3 MaterialsProvisional Sum (PS)**PS A 8.7.4 Percentage on net cost of materials on materials..... Percentage (%)**

The prices for materials (excluding VAT) shall be based on the documented proof submitted to the Engineer as specified and expenditure shall be made in accordance with the general conditions of contract. The prices shall not be subject to the contract price adjustment factor.

The tendered percentage as an on-cost on the net cost price of materials shall include full compensation for handling, overheads, profit, liabilities, obligations, risks, incidents and other on-cost for the supply, delivery and distribution of materials for dayworks."

PS A 8.7.5 Vehicles, plant and equipment

- (a) Backhoe/ loader (50kW) hour (hr)
- (b) Tip Truck
 - (1) Capacity of 6m3 hour (hr)
- (c) Self-propelled smooth vibrating roller (9t) hour (hr)
- (d) Walk-behind vibrating roller (1t)..... hour (hr)
- (e) Plate Compactor hour (hr)
- (f) Water cart (9000l) hour (hr)
- (g) Compressor day
- (h) Waterpump 4" day

- (i) Waterpump 6" day
- (j) Generator..... day
- (k) Bakkie day

PS A 8.7.6 Percentage on-cost on subtotal for vehicles, plant and equipment..... percentage (%)

The daywork rates submitted for vehicles, constructional plant and equipment, in the schedule of quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (VAT excluded) and shall apply only to vehicles, constructional plant and equipment approved in writing by the Engineer. The rate shall include for maintenance, operative costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time, which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions, will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered percentage shall include full compensation for all administrative costs, supervision, overheads liabilities and obligations related to the running of the vehicles, constructional plant and equipment. The tendered percentage shall also include for profit and shall be subject to the contract price adjustment factor as laid down in the general conditions of contract.

SABS 1200 AB: ENGINEER'S OFFICE

PS AB 3 MATERIAL

PS AB 3.1 Nameboard

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".

One Nameboard must be erected on site, situated as specified by the Engineer. The layout of the board will be provided.

PS AB 3.2 Office Buildings

Add the following sentence to AB 3.2 as follows:

No Engineers offices will be required. The contractor shall supply an approved plastic type rain gauge that shall be securely mounted to a pole selected by the Engineer."

PS AB 3.3 Site Instruction Books

Add the following item:

"Throughout the construction period the contractor shall supply a carbon triplicate book as a site instruction book. At least one copy of each site note issued by either party shall remain in the book. The book shall be mutually accessible."

PS AB 5 CONSTRUCTION

PS AB 5.1 Name boards

Add the following to AB 5.1:

“The name board shall be erected within a month of the commencement date of the contract and shall be placed at the positions indicated by the Engineer. Any damage to this board shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name board.

The Contractor will be permitted to erect a maximum of two of his own name board, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.”

SABS 1200 C: SITE CLEARANCE

PS C3 MATERIAL

PS C 3.1 Disposal of material

Substitute the first sentence of C 3.1 with the following:

“Material obtained from clearing and grubbing shall be disposed of off-site. No overhaul will be paid for transportation or disposal off the site.”

SABS 1200 D: EARTHWORKS

PS D 5. Construction

PS D 5.2.2.1c Working space

Add the following to D 5.2.2.1c:

“Tenderers shall allow in their normal rates for any over-excavation required for working space. No separate payment will be made.”

SABS 1200 DA: EARTHWORKS (SMALL WORKS)

PS DA 5. Construction

PS DA 5.2.4 Compaction

Replace this item with the following:

“All fill under layerworks to be a G7 quality material compacted to 95% MOD AASHTO.”

PS DA 5.2.6.1 Free haul

Replace this item with the following:

“The haul of all material imported from commercial sources shall be regarded as free haul and allowed for in rates tendered for supply and place.”

PS DA 5.2.6.2 Overhaul

Replace this item with the following:

“All excavated material shall be spoiled off site except if otherwise directed by the Engineer. No overhaul shall be paid and rates for excavation and spoil off site shall include haulage.”

SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PS DB 3 MATERIALS

PS DB 3.5 Backfill Materials

Add the following to DB 3.5:

“(b) All pipe trenches underneath the roadway must be backfilled with sand of upper selected layer quality compacted to 100% of the modified AASHTO maximum density. Sand is defined as non-plastic material and complies with the following sieve analysis:

	% passing
4.740 mm sieve	95% minimum
0.425 mm sieve	50% minimum
0.075 mm sieve	10% minimum”

Add the following:

“(c) Cement-stabilised backfilling

Backfilling shall be stabilised with 5% cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100mm thick to 90% of modified AASHTO density”.

PS DB 4 PLANT

PS DB 4.1 Excavation equipment

Add the following to DB 4.1:

“All excavations exceeding the specified widths, shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.”

PS DB 5 CONSTRUCTION

PS DB 5.5 Trench bottom

Substitute “90%” in the second paragraph of DB 5.5 with “93%(100% or sand)”

PS DB 5.6 Backfilling

PS DB 5.6.3 Disposal of soft excavation material

Replace the contents of this item with the following:

“Excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement by the pipe and importation, shall be disposed of at no additional cost.”

PS DB 5.7 Compaction

PS DB 5.7.2 Areas subject to traffic loads

Add the following to DB 5.7.2:

“All pipe trenches that fall under the road pavement layers will be regarded as areas subject to traffic loads.

Sand backfilling shall be compacted to 100% of Mod AASHTO density.”

PS 1200 G CONCRETE (Structural)

PS G 1 Concrete (Subclause 5.5)

The prescribed concrete mix for external floor slabs shall be grade 30/19 (75% OPC + MAX 25% FA); Cement/water ratio = 2.222 fibre reinforced with polypropelyn fibres at 0,9 kg/m³.

The prescribed concrete mix for internal floor slabs shall be grade 30/19 (75% OPC + MAX 25% FA); Cement/water ratio = 2.222.

The use of ready mixed concrete is required for this project. The contractor shall prepare concrete cubes and test them in accordance with clause 7 of SABS 1200 G. One test set will consist of 6 cubes of which 3 will be crushed at 28 days.

Degree of accuracy II shall apply.

PS G 2 Reinforcement (Subclause 8.1.2)

Notwithstanding the provision of subclause 8.1.2 of SABS 1200 G, reinforcement will be measured and paid for by mass regardless of the diameters of the reinforcing bars.

PS G 3 Mesh Reinforcement (Subclause 8.3.2)

Notwithstanding the provision of subclause 8.3.2 of SABS 1200 G, mesh reinforcement will be measured and paid for by metres square based on the net area of mesh placed, regardless of type reference, with no allowance being made for cutting to suit, waste, laps or deductions for end cover.

PS G 4 Formwork (Subclause 8.1.1)

All exposed concrete corners shall have a 25mm x 25mm chamfer. The unit rates tendered for formwork shall include for the provision of such chamfers.

Degree of accuracy II shall apply.

PS G 5 Concrete Paving

The concrete includes the laying of fibre reinforced concrete paving with expansion joints and saw cut contraction joints. The contraction joints shall be saw cut with a diamond tipped cutting blade between 12 and 24 hours after placing of the concrete.

Edge formwork shall be firmly fixed to line and level, the base course shall be wetted and between these edges the concrete shall be evenly brought up to within 50mm of the finished level. At this stage, the necessary mesh reinforcement shall be placed after which concreting to finished levels shall resume. Compaction of the concrete shall be by air driven poker vibrator units but special care shall be taken to ensure that the poker units do not damage the underlying base course.

The finished concrete surface shall be wood trowelled. Power floating of internal areas is required.

Curing of the concrete shall be as specified in clause 5.5.8(e) using a resin based curing compound applied in accordance with the manufacturer's recommendations. It shall be applied immediately after the concrete has received its finish.

No cracked concrete will be accepted and it will be required that cracked panels be replaced.

PS G 6 Formwork and Unformed Finishes

The surfaces of concrete slabs shall be finished so that all ponding of surface water is eliminated.

PS G 7 Joint Sealing

Joints shall be sealed as detailed on the drawings using ABE Dowcorning 888 (or similar approved). The sealant shall be applied strictly in accordance with the manufacturer's recommendations. In particular the Contractor shall observe the specific requirements relating to joint preparation, priming and sealant mixing. It should be noted that the moisture content of the concrete prior to the application of the primer should not exceed 5%.

PS 1200 H STRUCTURAL STEELWORK

PS H 1 Material

Steel shall be mild steel to SABS 1431 – Grade 350 WA.

PS H 2 Alternative Sections

Alternative sections will be accepted (after consultation with the Engineer), to suit available supplies, provided there is no loss of strength or stiffness or, where relevant, appearance.

PS H 3 Drawings and Shop Details (Sub-clause 5.1.2)

The Contractor shall provide shop details and shall allow for all costs associated with the provision of drawings as specified in his tendered rates.

Two prints of all shop drawings shall be submitted to the engineer for approval before fabrication of that part of the work is commenced. The Engineer undertakes to respond to such requests for approval within two working days.

PS H 4 Welding

All welding shall be fully continuous fillet. Minimum weld size is 6mm. All welding to be in accordance with SABS 044 and SABS 455. All welding to be done prior to protection of steelwork.

PS H 5 Erection Bolts

All erection bolts used to be manufactured to SABS 136. Bolt Grade 8.8 to be used. All bolts shall be of hot dipped galvanised manufacture and shall be provided with galvanised washers below heads and nuts of bolts.

PS H 6 Payment

Notwithstanding the various payment clauses contained in Clause 8.3, payment shall be as stated in the Schedule of Quantities and shall include for supply, fabrication, corrosion protection, delivery to site, erection including all fixings and grouting of baseplates.

PS H 7 Connections

As far as practically possible, connections are to be bolted so as to minimise the amount of site welding required. Bolted connections to receive a minimum of 2 M12 bolts, unless otherwise specified. Details of any splices to be submitted to the Engineer for approval prior to erection.

All costs for splice details are for the Contractors account.

PS 1200 HC CORROSION PROTECTION OF STRUCTURAL STEELWORK

PS HC 1 Structural Steelwork

PS HC 1.1 Surface Preparation (Sub-clause 5.4.3.1)

All surfaces shall be abrasive blast cleaned to Swedish standard SIS 055900 of 1967 to SA 2½. The blast profile shall be between 40 and 75 microns.

PS HC 1.2 Coating System (Sub-clause 5.7)

All structural steel to be hot dipped galvanized according to SANS 121:2011 (ISO 1461:2009).

PS HC 4 Holding down bolts, nuts and washers

All holding down bolts, nuts and washers shall be at least hot dip galvanised with the threads sufficiently undercut prior to galvanising. Washers shall be provided with every nut and head. All sleeve anchors shall be galvanised. An approved molybdenum disulphide anti-seize compound shall be used on all bolts and nuts.

SABS 1200 LB: BEDDING (PIPES)

PS LB 3 MATERIALS

PS LB 3.1 Selected granular material

Substitute LB 3.1 with the following:

“Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve and a PI not exceeding 6.”

PS LB 3.2 Selected fill material

Substitute LB 3.2 with the following:

The requirements of PSLB 3.1 shall apply mutatis mutandis.

PS LB 3.4.1 Suitable material available from trench excavation

Replace the first sentence of LB 3.4.1 with:

Irrespective the requirements of subclause 3.7 of SABS 1200 DB and subclause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline.

PS LB 3.5 Bedding in waterlogged conditions

In waterlogged conditions a bedding cradle of the thickness as specified in writing by the Engineer, comprising 13,2 mm single size stone complying with the requirements of SABS 1083 shall be used.

PS LB 8.2.1 Provision of Bedding from Trench Excavation

Delete the following in the fifth line:

"Within a freehaul distance of 0,5km."

PS LB 8.2.2.2 From borrow pits

Delete the following in the last line:

"Within a freehaul distance of 0,5km."

PS LB 8.2.2.3 from commercial sources

Delete the following in the last line:

"Within a freehaul distance of 0,5km."

PSF MASONRY

PS F 1 MATERIALS

Add the following:

"All masonry shall be minimum 14 MPa strength."

PSN DAYWORKS/SITE INSTRUCTIONS

Dayworks may be required from time to time. All daywork sheets, inclusive of labour and materials are to be submitted to the Engineer within 48 hours of completing the task. Sheets submitted after this period will not be considered. The same applies to site instructions which carry a cost implication due to new rates or on current billed rates.

A daily site diary is to be submitted to the Engineer at the start of each day, for the previous days activities, personnel and plant on site. Failure to submit such diary will bind the Contractor to accept the Engineers diary. All work not on the drawings is to be done on a written site instruction. The Contractor is to ensure that he is provided with site instructions for all work performed that is not shown on the drawings.

PSO LIFT SPECIFICATION

GENERAL REQUIREMENTS FOR MECHANICAL AND ELECTRICAL PLANT PERTAINING TO LIFT INSTALLATION

GENERAL TECHNICAL SPECIFICATION FOR LIFTS

GENERAL:

- a) This part of the specification shall be applicable to all electric lifts specified herein or indicated on the drawings, unless otherwise indicated.
- b) Should there be any discrepancy or ambiguity in the specification of equipment between Parts Two and Three will take precedence.
- c) Whether a device or part of equipment is specified in the singular number, it applies also to as many such items as are required to complete the installation.
- d) The floor levels, pit depths and other structural details indicated on the drawings are the actual dimensions which have been designed into the building. Tenderers shall ensure that their equipment can be installed into the space provided.
- e) Any changes required to accommodate their equipment must be indicated at time of tendering.

WORK BY MAIN CONTRACTORS:

The following will be supplied by main contractor:

- Lift shafts and floor openings, properly framed and enclosed, including pits and concrete floor slabs under machines. Pit floors reinforced to withstand impact loads imposed.
- Adequate arrangement for proper ventilation of machine rooms.
- An isolator in the machine room on a dedicated circuit.
- Cutting, grouting and patching of beams, walls and masonry work required, including repairs.
- to plaster; also all chases and openings as required and/or indicated.

CODES

Unless specifically excepted, all design clearances, construction, workmanship and materials shall comply with applicable requirements of latest SANS codes, British Code of Practice for Lifts, American Standard Safety Code for Elevators, Dumbwaiters and Escalators, Republic of South Africa - Machinery and Occupational Safety Act (Act 6 of 1983 as amended) and all applicable codes having jurisdiction.

TEMPORARY USE OF ELEVATORS

The elevators shall not be used during the construction phase and must be left off and protected from building activities once installed until handover.

DETAILED TECHNICAL SPECIFICATION MATERIALS AND CONTRACT ADMINISTRATION PERTAINING TO LIFT INSTALLATION

DETAILED TECHNICAL SPECIFICATION FOR LIFTS

GENERAL

All materials, equipment, construction and installation work regarding the lift installation shall comply with the regulations as set out in BS EN 81-1; SANS 50081-1; SANS 1545 – 1 as amended, as well as include the requirements of Parts two and three of this specification.

All materials, equipment, construction and installation work regarding the lift installation shall fully comply with all requirements in terms of the National Building Regulations SANS 10400 as amended.

All passenger lift installations shall include for the disabled requirements as per SANS 50281-70 as amended.

All Fireman's lift installations, where applicable, shall fully comply with all requirements in terms of SANS 50081-72 or EN BS 81-72 as amended.

The tenderer must clearly indicate all deviations from the specification or conditions of contract under a separate heading called "QUALIFICATIONS" in the covering letter.

Any equipment, contract amendment, additional costs, clarifications or deviation mentioned in standard covering letters, drawings or supplier information shall not be regarded as a qualification unless specifically mentioned in the covering letter as being a deviation from the specification.

INSPECTION ON SITE

The Tenderer can inspect and examine the proposed site and its surroundings on request and shall satisfy himself before submitting his Tender as to the nature of the ground and sub-soil so far as is practicable, the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender.

NATURE OF CONTRACT

As per main contract.

PROGRAM

A copy of the builder's programme has been attached to this tender. It is vital that the lift sub-contractor liaise with the builder and ensures that he can comply with the programme. The expected lead times must be filled in on the price summary.

ADVANCE PAYMENTS

No advance payments will be made without the submission of an irrevocable advance payment guarantee from a recognised institution approved by the Employer. An example of such guarantee can be provided on request.

UNCERTAINTIES

Uncertainties and doubts as to the meaning and interpretation of items in these documents or drawings shall be referred to the Engineer for explanation and, if necessary, correction before Tenders is submitted.

ACCEPTANCE OF TENDER

The lowest or any Tender will not necessarily be accepted. Any Tender which does not comply with the requirements stated in these documents may be considered invalid. Tenderers may include with their Tenders any descriptive matter which, if referred to in the Tender, will form part of the Tender. In case of any discrepancy, however, the issued Tender and Contract documents and information completed therein by the Tenderer, will be considered as the valid and binding Tender.

GENERAL DESCRIPTION

This Scope of works covers the design, drafting, manufacture, supply, delivery to site, erection and installation, testing, commissioning and certification of the passenger lift.

The lift shall be user friendly for disabled, aged and physically challenged people and this should be considered in fittings, operator panels and finishes and to be according to regulations (SANS 10400S).

Lift 1 (Passenger Lift – Single Entrance Car)

- 1 off Passenger lift in a stainless steel surround, Simplex controlled
- 4 Passengers, 300 kg min.,
- 0.150 m/s min. operating speed
- Car size – 830 w x 1270 d x 2 100 h
- Shaft size – 1 330w x 1 570 d (approximate)
- Pit depth – 350mm
- Headroom – 3 340 mm
- 2 landings, 1 opening across, 2 openings in line, (G, L1)
- Total Travel: 3 860mm (approximately)
- 900 mm Centre opening 2 panel doors

SCOPE OF WORKS

The sub-contract shall include but not limited to:

- a) All equipment and devices necessary for compliance with the relevant standards and regulations for the Lift installations, including design, drafting, manufacture, supply, delivery to site, testing and commissioning to handover, including inspection and certification.
- b) Timeous provision (two weeks after order) of builders works details for approval through the main contractor for the design of pits, shaft openings / recesses and plinths for the fixture of lift motors, ventilation openings, rough openings, wall pad-stones, concrete beams etc.
- c) Timeous provision (two weeks after order) of structural requirements for approval through the main contractor for the design of structural supports.
- d) Timeous provision (two weeks after order) of electrical supply details for approval through the main contractor for the design of panels and supplies.

- e) Timeous provision (two weeks after order) for approval of lift layout drawings indicating all dimensional requirements.
- f) Samples, pictures or detailed sketches of offered equipment finishes must be supplied to the Architects or Consulting Engineer for approval. This would include detailed interior layouts for post installation fit-out.
- g) Co-ordination with builder and survey of all lift shafts during construction for dimensional and alignment accuracy.
- h) Inspection and Certification of the installation by an approved authority. The construction manager and client representative shall be invited to witness all testing, commissioning and government inspections.
- i) Finishing of all lift car floors to the Architects details and layout.
- j) Corrosion protection off all lift suppliers' equipment and metal parts. All metal surfaces to be corrosion protected for coastal conditions prior to installation.
- k) Shaft or entrance protection of all lift frames and door equipment to limit damage during construction.
- l) Architraves to each landing.
- m) Three copies of as built drawings, maintenance and operating instruction manuals.

INSTALLATION PROGRAMME

The installation shall be carried out strictly in accordance with the Main programme. A procurement and installation programme is to be provided at the latest 2 weeks after tender award for incorporation into the Main programme. Sufficient allowance (min 2 weeks/20 hours) must be made for the running in of the lifts to sort out any commissioning and installation problems.

PRICING

The tender price requested is for a fixed and firm price until the end of the building contract. The principal contractor or engineer has the right to add, alter or remove any part of the scope motivated by budgetary limitations or design changes. The scope of work might be sub-divided and the prices tendered, whether per unit or as a group, will be used to reduce or increase the tender price, without any penalties. "Grouped" costs such as documentation and Maintenance will be split proportionally to the value of the lifts.

The lowest tenderer will not necessarily be selected for the scope of work as defined.

DETAILED DESCRIPTION OF THE LIFT INSTALLATION

OPERATION

General

The lift shall be of modern quality design and manufacture, suitable for providing an efficient and reliable service under continuous and severe operating condition. The operation and performance must at least meet the requirements as called for in the regulations.

Lift Performance

Lifts are to be expected to operate continuously at full load with no reduction in efficiency. The lift motors should be rated for a duty (starts/stops) of at least 240 per hour in either direction or 600 000 per annum.

Lift motors will be variable voltage variable frequency installed as in-shaft, gearless motors. Motors shall deliver service without vibration, knocks, squeaks or shudders, with noise levels of less than 45 dB A (in car or on any landing). Vibration levels in side-to side; front-to- back and up-down directions should be a maximum of 15 milli-g peak-to-peak and 7.5 milli-g zero-to-peak.

Lift Maintenance

The equipment and spares offered by the supplier must be freely available for the expected life of the installation to a minimum of 20 years without the need for upgrading or modernisation.

LIFT CONTROLS

General

Controls shall be the most modern, state-of-the-art solid-state microprocessor controllers with self-diagnosis available from the manufacturer. The lift will be controlled as a simplex unit. Lift controls for the in-shaft installation for the lifts will be located adjacent to the landing door on the highest stop. Location and finish to be approved. Lift controllers must be supplied with sufficient lights to satisfy the lux required by the regulation without the use of foyer lighting.

Load weighing

The lifts will be equipped with load weighing features for overload, full load and anti-nuisance control. At overload conditions, set at 75% of the rated load, the doors will remain open and the "overload" buzzer will sound. In full load conditions, set at 65% of the rated load, all hall calls in the direction of travel will be ignored, until the load has been reduced to below the pre-set value. The settings for these conditions shall be changeable if required by the client or lift consultant.

Emergency Power Operation

"Rescue devices" must be supplied for all lifts for operation during a power failure to allow the lifts to be moved to the closest landing and stop with doors in the open position in the event of a power failure when the normal power supply has been disrupted. The lift contractor must supply and include all the necessary interfaces and equipment for operation during this operation. Emergency lighting must be allowed for in the car enclosures that will operate in the case of a power failure until the normal or standby power is available. The emergency light will form part of the normal ceiling lighting or incorporated into the Car Operating Panel (COP).

Lift Car Operating Panels

Car operating panels (COP's) shall be equipped with micro-push buttons.

- Car light switch
- Fan switch
- Door-open button
- Door-closed button
- Emergency lighting must be allowed for in the car enclosures that will operate in the case of a power failure until the normal or standby power is available. The emergency light will form part of the normal ceiling lighting or incorporated into the COP.

Indicators and Buttons

Lift Position Indicators

Provide in each lift in the COP's, a full alpha numerical Digital LCD display position and information indicator, fully capable of displaying the floor identification, status and direction of travel.

Lift Hall Indicators

Each landing shall have full alpha numerical Digital LCD display position and information hall indicators to indicate the direction of travel, status and position of each car. Indicators shall be installed above each landing door where multiple cars are located in a common foyer, but may be located with the call button in a combined indicator unit for single lifts if approved.

The main entrance floor landings shall include full Digital LED display position and information hall indicators to indicate the direction of travel, status and position of each car. Hall indicators shall continuously indicate the position and status and direction of travel of each car.

Lift Landing Push-Buttons

The landing push-button call station for all lifts will be micro-push of the latest design offered by manufacturers. Proposals of push button design must be presented to the architects for approval. Hall call buttons on single lifts shall be located in the door frames or on the side of the car, located at a centreline height not exceeding 1100mm. .

Lift Car Details

The 1 off Passenger lift will be a 300 kg min., 4 passenger unit located in an enclosed shaft. The internal car sizes will be 830 w x 1 270 d. The lift will serve Level 1 and Level 2.

Lift shafts

The lift shaft is shown on the drawings and will be constructed of aluminium and safety glass as shown.

Details of fixing points as well as trimmer beams, shaft reassesses cut-outs, supports, vent openings etc. required in the shaft and headroom must be supplied as part of the requirements stated in 2.4 (d) above.

Lift Frames, Entrance, Architraves and landing doors

Door frames will be narrow box stainless steel frames (\pm 50-75mm) with full depth splayed architraves to meet up with the wall finish. Landing displays will be located in the header panel above the doors on

each landing. The lift car doors and the landing doors on all floors are to be glass in brushed stainless steel frames, two panel, centre opening 900 mm wide x 2100mm high.

All doors will be equipped with automatic electronic door protection devices that will return closing landing and car doors to the open position when activated. Landing call buttons will be installed located centrally in the frame

Lift Finishes

The interior of the car shall consist of brushed stainless steel sides with glass in stainless steel frame rear wall and door and 50mm stainless steel handrail against the side opposite the operating panel.

The car floors will be tiled or have rubber mat finish and car sills are to be adjustable to possibly accommodate a 10mm floor tile (± 20 mm). An allowance of 250 kg additional load must be made in the design for floor finishes. The lift supplier must provide a suitable reinforced floor structure to allow for point loads on the floor. In addition, as a sub-structure for the tiling, the lift supplier must provide a suitable backing material to allow for direct tiling to that surface. The ceilings are to be top of the range standard ceiling with CFL or LED down lighters.

Samples or photos of the equipment and finishes must be supplied to the Architect for approval.

GENERAL ITEMS

Lift and landing doors

Doors will be full length, 800w x 2100h stainless steel and glass, two panels. All doors will be equipped with automatic 3D electronic door protection devices that will return closing landing and car doors to the open position when activated.

Door operators shall be rated for at least 600 000 operations per annum Doors will activate a buzzer if prevented from closing for more than 30 seconds. This time must be changeable if required. All doors must close without knocking.

Shaft installations

The lift contractor shall supply all safety equipment and devices as required by regulations. A single phase supply of required size will be installed to the bottom of the shaft by others, terminating in an isolator. The lift supplier must provide a DB for the supply to the car and lighting circuit, if not part of the standard installation. Shaft lighting and car power shall be provided by the lift contractor in accordance with the regulations, wired from a single phase breaker independent from the motor supply.

Compensation chains with threaded hemp rope will not be accepted.

Headroom, shaft and pit lighting as per the regulations must be supplied by the lift contractor.

A 20 A socket outlet will be provided by the main contractor in the lift pit. An additional outlet must be provided by the lift contractor as part of the electrical shaft installation. Shaft ventilation/grill is to be provided for the lift by the main contractor.

The lift contractor is to supply all hooks, beams, etc. temporary or permanent, that his layout may require in plant rooms or lift shafts. All permanent lifting equipment must have the SWL indicated as per the OHS Act. All wiring in observation shafts is to be neatly run in trunking and conduits to match the shaft colours. No untidy cabling will be accepted.

SAFETY & SECURITY

All structural requirements in terms of reaction forces must be issued to the Engineer timeously.

All landing doors will be equipped with a triangular key for emergency operations.

It is likely that the shaft structure will cause the wall to be separated from the front of the car by more than 30mm, and all lifts must therefore be supplied with door un-locking devices as specified in the regulations.

SCHEDULE OF REQUIREMENTS

	Lift Designation	Lift 1
1	GENERAL	
1.1	Service	Passenger
1.2	Number of Units	1
1.3	Location Reference	At existing stair
1.4	Motor & Drive	VVVF, Traction, gearless
1.5	Drive location	In shaft
1.6	Stops	2 stops through car L1 0.000 m (front) L2 3.860 m (front)
1.7	Travel (m)	± 3860 mm
1.8	Openings/entrances	2 openings in line 1 across
1.9	Contract load	300 kg min.
1.10	Passengers	4
1.11	Speed (min)	0.150 m/s min.
2	LIFT CAR	
2.1	Car internal size (w x d)	830w x 1270d
2.2	Clear height inside of car	2100 mm (min)
2.3	Door size (w x h)	800w x 2100h
2.4	Door rough opening	850w x 2150h
2.5	Door type	Centre 2 or 4 panel
3	SHAFT	

3.1	Shaft size (w x d) mm	1330w x 1570d
3.2	Pit depth (mm)	350 mm
3.3	Headroom (mm)	6710 mm
4	CONTROLS	
4.1	Car operating panel	1 per door, micro push, or 1 panel operate both doors
4.2	Car position indicators	In COP

	Lift Designation	Lift A
4.3	Car direction arrows	In COP
4.4	Evacuation floor	LG
4.5	Landing position indicator	Digital LCD
4.6	Gongs	N/A
4.7	Ground position indicator	Digital LCD
4.8	Landing call buttons	Located in frame
5	FINISHES	
5.1	Architraves	Full depth SS splayed
5.2	Frames	Full depth SS or aluminium splayed
5.3	COP Finish	Brushed SS
5.4	Car front finish	Brushed SS return and glass
5.5	Car rear finish	Brushed SS and glass
5.6	Car side wall finish	Brushed SS and glass
5.7	Base finish	Brushed SS
5.8	Floor finish	Tiled or rubber mat
5.9	Handrail rails	SS or aluminium
5.10	Bumper rails	N/A
5.11	Landing Door finish	Brushed SS or aluminium
5.12	Car door finish	Brushed SS

5.13	Ceiling	Standard, recessed lighting
6	ADDITIONAL	
6.1	Canvas protection	N/A
6.2	Standby power operation	N/A
6.3	Rescue device	Yes
6.4	Fireman's operation	Homing only
6.5	CCTV	No
6.6	Intercoms/telecoms	Yes

	Lift Designation	Lift A
6.7	Access Control System (vincard or similar)	No
6.8	Pipe Music	No
6.9	Voice annunciation	No
6.10	Mirror finish	No

SCHEDULE OF INFORMATION

	LIFTS	
	Designation	Lift 1
1.1	Number of units	1
1.2	Manufacturer	
1.3	Country of origin	
1.4	Contract load	
1.5	Passengers	
1.6	Speed	
1.7	Stops	
1.8	Openings	
1.9	Car internal size (W/D)	
1.10	Through car (yes/no)	
1.11	Clear height inside car (mm)	
1.12	Door size (W/H)	
1.13	Door rough opening (W/H)	
1.14	Door type (size opening / centre)	
1.15	Frame size	
1.16	Minimum Shaft size (W/D)	
1.17	Minimum Pit depth	
1.18	Minimum Headroom	
1.19	Foyer control panel dimensions	
1.20	Floor recess allowed	
1.21	Max lifting hook load	
1.22	Motor rating (kW/ph/V)	
1.23	Mains breaker size (A)	
1.24	Running Current (kVA)	
1.25	Full fireman's service (yes/no)	
1.26	Wiring allowance for intercom	
	Emergency drive (Y/N)	

1.27		
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Time from date of order to delivery:.....Weeks

Time from date of delivery to completion:.....Days

C3.3: ENGINEERING

C3.3.1 DESIGN SERVICES AND ACTIVITY MATRIX

The responsibilities for design and related documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Detailed design for lift pit Detail design for lift and lift structure	Engineer's Representative Contractor
Temporary works (Section C3.1): Items a) to b) Items c) to e) and any other temporary works required by the contractor	Contractor, representative to approve Contractor Engineer's
As-built drawings: Provision of data and marked up drawings Preparation of drawings	Contractor Engineer's representative

C3.3.2 EMPLOYER'S DESIGN

The extent of the Employer's design is shown on the construction drawings.

C3.3.3 CONTRACTOR'S DESIGN BRIEF

As per drawings and Bill of Quantities.

C3.3.4 DRAWINGS

Drawings are required for the Temporary Works to be designed by the Contractor.

The reduced drawings that form part of the tender documents shall be used for tender purposes only. The Contractor will be issued with an A0 paper copy and PDF file of each of the drawings required for construction. The Contractor shall, at his own expense, produce all further prints required for the construction of the Works.

The Contractor shall not use the drawings for any purpose other than the execution of the works.

Only figured dimensions on the drawings shall be used, and drawings shall not be scaled. The Engineer shall supply any figured dimensions which have been omitted from the drawings.

The Engineer may issue additional drawings as necessary to the Contractor from time to time during the progress of the works. The Contractor shall timeously notify the Engineer of the priority in which drawings and details are required.

Before a Certificate of Completion will be issued, all as-built data must be provided to the Engineer on completion of the Permanent Works. The data must be provided in electronic form (as per the Engineer's format) or where appropriate marked up on a set of drawings. Any information in the possession of the Contractor necessary for the Resident Engineer to complete his as-built drawings shall be supplied to the Resident Engineer on a regular basis and all information must be delivered before a Certificate of Completion will be issued.

The drawings as listed in Volume 4 form part of the tender documents and shall be used for tender purposes only.

C3.3.5 DESIGN PROCEDURES

No design procedures are specified. Requirements for the lift are highlighted as per PSO.

C3.3.6 CONSTRUCTION IN CONFINED AREAS

Working space for some of the work to be carried out under this contract is restricted. The construction method used in these confined areas largely depends on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered, while working in confined areas.

C3.4: PROCUREMENT

C3.4.1 PREFERENTIAL PROCUREMENT PROCEDURES

The Works shall be executed in accordance with the requirements specified in Section T1.2, Tender Data (Clause F3.11) and submitted by the Contractor in his Returnable Schedules.

C3.4.2 SUBCONTRACTING

(a) Preferred Subcontractors

The subcontractors must meet the requirements as laid out in Clause F3.11 of this document, comply with PSO and all the relevant BOQ items.

(b) Subcontracting Procedures

If applicable works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures set out in the General Conditions of Contract. The required CIDB rating shall be **SI2**.

(c) Attendance on Subcontractors

If any part of the works is sub-contracted the works will be executed as if done by the Contractor and he will remain fully liable in terms of the contract for all management and control of the project. The Contractor shall also ensure that the subcontractor complies with the requirements of the Safety Plan, Environmental Management Plan and Operational procedure requirements.

All costs for attendance and profit will be deemed to have been included in the rates and prices as submitted by the principle contractor unless specifically otherwise noted.

C3.5: CONSTRUCTION

C3.5.1 WORKS SPECIFICATIONS

Applicable Standard Specifications

The SABS Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards. This publication is available and tenderers must obtain copies at their own cost from the South African Bureau of Standards, Private Bag X191, Pretoria 0001.

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil contracts and may therefore cover items of work not encountered in this Project contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

Applicable National and International Standards

The Works must comply with certain National and International Standards. These include:

- SANS (SABS)
- As per PSO

Where required, compliance with these and other National and International have been specified in the Standard and Project Specifications.

Certification by Recognized Bodies

Where required, South African Bureau of Standards (SABS) must undertake the certification of items for inclusion in the Works.

C3.5.2 PLANT AND MATERIALS

Plant and Materials supplied by the Employer

Rock for filling Gabions shall be supplied by the Employer. This material will be available from the municipal stock yard and the contractor should allow for collecting from the yard and delivering to site of this material in his rates.

Materials, Samples and Shop Drawings

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the official mark of the SANS (SANS). Written proof shall be obtained from the engineer or for any materials not bearing the official mark of the SANS.

C3.5.3 CONSTRUCTION EQUIPMENT

Requirements for Equipment

Where applicable, minimum requirements for equipment are specified in the Standard and Project specifications.

Equipment Provided by the Employer

Nil

C3.5.4 EXISTING SERVICES

All known existing services are indicated on the drawings.

C3.5.5 SITE ESTABLISHMENT

Services and Facilities Provided by the Employer

An area has been made available for the Contractor's Campsite and will be indicated at the site meeting. The contractor has to ensure that his camp is properly fenced off, screened and secured. Municipal services is not available in the vicinity of the camp and it will be the contractors responsibility to arrange for the necessary installation, metering and COC's together with any administrative costs for providing the said connections or services. Tariffs will be as per municipal rates.

The Contractor is responsible for all arrangements for obtaining all necessary approvals, establishment and subsequent removal and reinstatement of his construction camp.

The contractor should allow provide for chemical toilet facilities.

Other contractors may in part also use the proposed area. The contractor must at all time limit his personnel, plant, equipment and materials to the Contractor's site or the working areas as approved by the Engineer. No personnel shall be accommodated on the Employer's property. Only guards approved by the Employer and on duty may be on site at all times. The contractor shall only use the designated gate(s) for access purposes to the site.

The area designated by the Engineer can be used for stockpiling material for use in the works and for temporary parking of plant and equipment. This location is to be confirmed by the Employer.

All regulations and local authority ordinances, as regards smoke emissions and noise abatements shall apply and compliance will be enforced as well as height restrictions and any required obstacle markers.

Facilities Provided by the Contractor

No facilities are to be provided by the contractor for use by the employer and his agents.

The contractor shall make his own arrangements for the supply of electrical power, water telecommunication services, ablution facilities, sewer services, first aid facilities and other services, the payment thereof and all reinstatements required upon completion. No direct payment will be made to the Contractor 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.

The contractor will be required to erect a security fence around the construction camp and temporary parking area for plant and equipment. The cost thereof is regarded to be included in the relevant rates for establishment on site.

The storage of fuels in tanks may be kept in the contractor's camp subject to the regulations of the Employer that require a berm or wall around the installation sufficient to retain the capacity fuel of the tanks.

The Contractor shall make his own arrangements for telephone and facsimile facilities. Cellular phones will be acceptable.

Storage and Laboratory Facilities

A commercial laboratory shall undertake material testing and the results submitted to the Engineer for approval.

Other Facilities and Services

The Contractor shall be responsible for the removal of all waste generated from the site property and the proper disposal thereof elsewhere at his own cost.

If required by the Engineer, the Contractor shall supply portable chemical toilet facilities next to the construction site for his staff as well as for the Engineer's supervisory staff. These facilities must be erected and removed on a daily basis and regularly serviced to the satisfaction of the Employer and the Engineer.

Vehicles and Equipment

All vehicles to be in a serviceable and fit for purpose condition.

Advertising Rights

Only one sign board for the Contractor and his subcontractors may be erected at the entrance to the construction camp or as approved by the Employer's agent.

Notice Boards

A construction notice board complying with the SAICE specifications must be provided and erected at a position to be agreed with the Engineer. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

C3.5.6 SITE USAGE

Site usage is restricted to the site area.

C3.5.7 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing components are compatible with the proposed Works. Where this is not the case the Engineer's Representative must be notified in writing at the earliest possible time.

C3.5.8 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make all arrangements for the transport, storage and distribution of water required for construction purposes and for his own use and at his own cost (allowed for in the relevant tendered rates).

C3.5.9 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor shall place beacons in concrete, marked and certified by a professional land surveyor. Beacons shall be check-levelled during construction to confirm the accuracy when instructed by the Engineer.

C3.6: MANAGEMENT

C3.6.1 MANAGEMENT OF THE WORKS

(a) Planning and Programming

The Contractor's programme must be based on the time for completion specified below and the Working Times defined. Penalties will be imposed if the Interim Milestone dates are not achieved. Refer to Section C1.2 (contract Data), Sub-clause 5.13.1.

PROJECT COMPLETION TIME:

- 14 weeks

FROM COMMENCEMENT DATE (except if commencement is note otherwise).

Practical completion would have been reached for the project when the works are completed in its entirety but partial completion will be considered as each of the above areas is completed.

The Contractor must draw up his own programme that complies with the project area requirements and with all requirements of this project and which suits his own resources.

(b) Sequence of the Works

The sequence of the Works will be determined by the logical order of activities as illustrated in the construction drawings and the specified time for completion above. It is important to note that allowance needs to be made for curing, testing and approval of materials.

(c) Methods and Procedures

The methods and procedures that must be complied with are contained in Volumes 2, 3 and 4 of the contract documentation. These include but are not limited to:

- Methods and Procedures in the Standards Specifications.
- Civil Works Methods and Procedures in the Project Specifications.
- Lift Works Methods and Procedures in the Project Specifications.
- Occupational Health and Safety Specifications.
- Environmental Work Instructions or EMP.

(d) Quality Plans and Control

The requirements for Quality Plans and Control are stated in the Project Specification.

(e) Construction Method Statement

Within 7 days of the Commencement Date the Contractor shall submit a Construction Method Statement to the Engineer for approval by the Employer. No work on the site will be allowed until the Employer has approved this Construction Method Statement.

The Method Statement shall include:

- i. All measures to be implemented to comply with the requirements of the OHS Act.
- ii. A contingency plan to deal with interruptions of shifts by inclement weather, plant breakdowns or emergency closures of the work areas.

- iii. Special measures, such as availability of back-up plant, to be implemented in normal shifts to comply with the Project Specifications.
- iv. Measures and equipment that will be used on site to limit the ingress of water into the excavations and to remove rain water from the excavations.
- v. Measures to protect services (above and below surface) during construction.
- vi. Procedures to ensure the whole work area are safe before removing staff or handing over of the site at the end of the each work shift.
- vii. The cost of complying with the Employer's requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

(f) Environment

The Environmental requirements are specified in Generic Specifications (Section C3.7.2)

(g) Accommodation of Traffic on Roads and Accesses used by the Contractor

Employer's staff and other stake holders will also use the access road to the construction site and camp. It is therefore a requirement that the contractor coordinate with all stakeholders on a daily basis (to be minuted at the daily meeting) on the usage of the roads by the Contractor's vehicles and construction equipment.

(h) Key Personnel

The Contractor, Engineer and Employer must compile a schedule of their Key Personnel with their contact numbers and keep it updated as per requirements for the contact. The list must be made available to the Engineer, Employer and Contractor.

(i) Management Meetings

The following formal meetings will be held at the office of the Employer between the representatives of the Employer, Engineer and the Contractor:

- Monthly site meeting (Date and time to be agreed by attendees).
- Monthly technical meeting (Date and time to be agreed by attendees).

The representatives must have the necessary delegated authority in respect of aspects such as planning, change management and health and safety.

(j) Daily records

The Contractor must keep daily records of resources (people and equipment employed) and site diaries in respect of work performed on the site. A copy of the previous day's daily record must be provided to the Engineer on a daily basis.

C3.7: Generic Specifications

The Specifications herein are Generic (In-house) Specifications prepared by the employer applicable to this contract. Two Specifications are included:

C3.7.1: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3-39

C3.7.2: ENVIRONMENTAL WORK INSTRUCTIONS

C3-43

C3.7.1: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYSNA MUNICIPALITY

This part of the Generic Specifications contains comprehensive occupational health and safety specifications.

PB : HEALTH AND SAFETY

CONTENTS

PB1	:	SCOPE
PB2	:	GENERAL
PB3	:	DESCRIPTION OF THE CONSTRUCTION WORK
PB4	:	EXISTING CONDITIONS
PB5	:	DESIGN INFORMATION
PB6	:	CONSTRUCTION MATERIALS
PB7	:	SITE WIDE ELEMENTS
PB8	:	USE OF SITE BY THE EMPLOYER
PB9	:	SITE RULES
PB10	:	HEALTH AND SAFETY PLAN
PB11	:	AUDITS BY THE EMPLOYER
PB12	:	VARIATIONS
PB13	:	MEASUREMENT AND PAYMENT

• PB1. SCOPE

This section covers health and safety matters applicable during construction.

• PB2. GENERAL

The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with its Construction Regulations, 2014.

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be “construction work”.

The Contractor is also referred to Clauses 4.5, 31, 34 and 35.8 of the General Conditions of Contract in this regard.

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are “end product specifications” and not “method specifications”. As the methods of construction to be used are generally determined by the Contractor detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

• PB3. DESCRIPTION OF THE CONSTRUCTION WORK

The temporary and permanent Works required under this Contract are described in the Scope of Work and include in the following:

- The Project Specification;
- The Standard Specifications;
- The Drawings;
- The Bill of Quantities;
- The other Volumes of the Specification.

The Contractor, in complying with the OHS Act and the Construction Regulations, shall consider all aspects of the Works described and take into account the construction methods and materials to be used.

- **PB4. EXISTING CONDITIONS**

The Contractor shall take into account; inter alia, the following existing conditions when complying with the OHS Act:

- Existing utility services;
- Existing ground and foundation conditions;
- Traffic accommodation requirements;
- Surrounding land use;
- Anticipated weather conditions.

The existing conditions on this Contract are described in the following:

- The Project Specification;
- The Drawings;
- The other Volumes of the Specification.

- **PB5. DESIGN INFORMATION**

Design information provided for safety planning purposes, such as design loads for structures, foundation conditions etc, is provided on the Drawings, in the Project Specification or in other Volumes of the specification.

- **PB6. CONSTRUCTION MATERIALS**

The following commonly used construction materials and substances potentially pose health and safety hazards:

- All materials contained in pressurized containers;
- Bitumen products;
- Cement;
- Epoxies;
- Lime and other stabilizing agents;
- Paints;
- Tar products;
- Timber preservatives.

The materials to be used to construct the Works are described in the following:

- The Project Specification;
- The Standard Specifications;
- The Drawings;
- The Bill of Quantities;
- The other Volumes of the Specification.

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

- **PB7. SITE WIDE ELEMENTS**

(a) Site access, egress, deliveries and vehicular and pedestrian routes

The requirements regarding the control of access to and egress from the Site and vehicular and pedestrian routes are indicated in the Project and Standard

(b) Environment

Environmental conditions and requirements particular to this Contract are indicated in the Project Specification.

- **PB8. USE OF SITE BY THE EMPLOYER**

Any continued use of the Site required by the Employer to maintain traffic flows or to allow work to be done by other contractors or authorities is indicated in the Project Specification.

- **PB9. SITE RULES**

(a) Wayleaves, permissions and permits

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

(b) Reporting of incidents

All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the General Conditions of Contract.

- **PB10. HEALTH AND SAFETY PLAN**

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary support structures;
 - Dealing with working at height;
 - The use of batch plants;
 - Excavation work;
 - Demolition work;
 - Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;

- Arrangements for monitoring and control to ensure compliance with the safety plan.

- **PB11. AUDITS BY THE EMPLOYER**

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

- **PB12. VARIATIONS**

Should any variations be ordered or design amendments issued the Engineer shall inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

- **PB13. MEASUREMENT AND PAYMENT**

No separate payment will be made for compliance with this specification.

C3.7.2: ENVIRONMENTAL WORK INSTRUCTIONS

ENVIRONMENTAL MANAGEMENT PLAN

PA1	:	SCOPE
PA2	:	ENVIRONMENTAL MANAGEMENT PLAN
PA3	:	REHABILITATION
PA4	:	EMERGENCY
PA5	:	ENVIRONMENTAL AUDITING AND PENALTIES
PA6	:	MEASUREMENT AND PAYMENT

PA1. SCOPE

In consultation with the responsible authority for the implementation of the Regulations of the Environment Conservation Act (Act 73 of 1989), Cape Nature Conservation, it has been determined that the environmental aspects of the road re-sealing project will be implemented and monitored by using a generic Environmental Management Plan (EMP) and a system of environmental compliance auditing.

The following EMP is intended to assist the appointed contractors to fulfil the environmental requirements of the project. The objective of the EMP is to ensure that the potential impacts upon the environment are minimised, and that upon completion of each section of work the area is left in a clean and sustainable condition.

Overall the environmental impacts of the reseal project are considered to be low as long as the listed procedures are followed. These are given in the EMP.

PA2. ENVIRONMENTAL MANAGEMENT PLAN

PA2.1 OBJECTIVES

An environmental Control Officer (ECO), employed by the Engineer, will oversee the environmental aspects of the project in consultation with the Contractor.

The Contractor will be responsible for the day-to-day implementation of the EMP.

The ECO will implement an education programme for the Contractor and his staff immediately before construction starts.

The prime objective of the EMP is to minimise or avoid significant environmental impacts by using a pro-active approach and planning procedures.

The second objective is to have a plan in place to rehabilitate areas that have been impacted upon and, thirdly,

To have a plan in place for emergency situations that arise and are detrimental to the environment e.g. fuel or bitumen spills.

The environmental auditing will be conducted by qualified environmental practitioners.

PA2.2 Working areas

The following issues apply to all sections of roads that are re-sealed regardless of the extent of the work. The scope of the work, as defined in the tender documentation, limits the working areas to the road reserve only. Thus, the environmental impacts will be low if the Contractor works in accordance with this EMP.

Where a campsite is required, the additional procedures listed in section C2.3 must be followed.

- All materials must be stockpiled or stored in a designated area (at each site) avoiding sensitive areas such as river banks, wetlands, etc..
- No materials may be left on site once work is completed neither may they be dumped at any other place.
- Litter bins and containers for waste materials must be provided by the Contractor at each site. Bins should be weatherproof and scavenger proof.
- All waste must be placed in the bins and containers. No waste may be left lying on the site.
- Visible anti-litter signs must be displayed around the waste collection points and all employees must be encouraged to observe site rules pertaining to solid waste management practices. A concerted effort should be made to collect and dispose of materials suitable for recycling, separately from the other solid waste.
- No burning or burial of waste is permitted.
- Any soils contaminated by the Contractor must be removed or rehabilitated. If a significant amount of soil has to be removed fresh soil must be imported and the site rehabilitated by grading and planting vegetation.
- All waste must be removed to an authorised landfill site, or taken to a facility for recycling.
- Any excess road building materials must either be: (i) taken to a site for stockpiling and future re-use, (ii) used for localised rehabilitation, or (iii) removed from site by the Contractor for disposal.
- The Contractor shall provide waste bins for solid waste collection and storage. Such bins should be placed at designated areas within the site. The refuse collected from the site must be removed for landfill disposal at least once a week.
- Vehicles may not park, in the road reserve except with the prior permission of the engineer.
- Every care should be taken to avoid damaging vegetation or land when vehicles are in use.
- Fuel tanks, pumps, and all equipment using oil, diesel, etc. must have drip trays. The drip trays must have sufficient capacity to contain liquids that will spill in the case of failure of the tanks, etc. The waste liquids taken from the trays must be disposed of at a landfill which permits disposing of liquid wastes.
- Only emergency repairs to vehicles and equipment may take place on site. Where emergency repairs take place it is the responsibility of the Contractor to ensure that all waste (e.g. spare parts and oils) are removed from site as soon as possible. All other repairs must take place at a yard off-site, where facilities are suitable and waste facilities are appropriate.
- Whenever practical a tarpaulin should be lain down, prior to emergency repairs taking place, to protect the environment from contamination.
- No natural vegetation may be gathered, removed or destroyed in the course of the project, except where agreed to by the landowner.
- No hunting is permitted.
- Fires are prohibited.

- Erosion control measures must be implemented if the need arises.
- Pollution of water courses by any means must be avoided.
- No defacement of any natural or other features will be allowed; this includes markings for road works, unless markings are restricted to the road surface.
- Dust suppression measures should be implemented if and when required.
- Chemical toilets must be provided at all sites. They must be serviced on a regular basis in order to be kept clean and hygienic. The toilets must be placed in a sheltered place and should be locked after working hours if they are outside a camp area.
- All waste from toilets must be disposed of at a permitted landfill or waste treatment works.

PA2.3 On-site workers camp

PA2.3.1 Site Camp

- The campsite selection should be carried out in consultation with the landowner or relevant authority.
- The site must be selected with due regard to the environment. Due care should be taken to avoid areas where sensitive vegetation and habitats occur.
- When the site selection process has been completed, the Contractor will define the boundaries of the site and erect a fence with a controlled access around it if practical.
- All activities associated with the camp must be restricted to the demarcated area.
- It is the responsibility of the Contractor to ensure the safety of all personnel within the boundaries of the site. The Contractor should have an on-site contingency plan detailing measures to be observed in the case of a health, safety or environmental emergency.
- The Contractor should ensure that the employees have a clear understanding of safety regulations and procedures.

PA2.3.2 Water, wastewater and stormwater

- Site occupants must have access to safe drinking water.
- If water is stored on site a clear distinction should be made between drinking water and multi-purpose water storage facilities.
- All water used on site must be taken from a legal source and comply with recognised standards for potable and other uses.
- If water is taken from rivers or streams the Contractor must ensure that the taking and use thereof complies with the National Water Act and the Regulations of the Act.
- Wastewater that is contaminated with soaps, detergents and other undesirable materials, such as grease and oils, should be collected in conservancy tanks and disposed of safely in a wastewater treatment facility.
- It is illegal to discharge water into a public stream if the quality does not conform to the required health standards.
- In all camps stormwater must be managed to prevent erosion.

- Run-off will be diverted to control ponds so that silt may settle and any pollutants are trapped. Subsequently, any pollutants must be treated, or removed and disposed of at a permitted landfill site or recycling facility.
- All materials should be protected from the rain to prevent them being washed into stormwater channels.

PA2.3.3 Ablution facilities

- The Contractor shall provide proper and adequate sanitary facilities for all the site employees.
- These facilities shall be maintained in good and working condition at all times. Odours emanating from these facilities should be controlled within acceptable levels.
- Provision must be made for washing of clothes as washing in rivers and water bodies is strictly forbidden.

PA2.3.4 Fires and cooking facilities

- Fire will not be allowed.
- The Contractor must supply cooking facilities that are suitable for the environment and are not liable to cause the outbreak of fires.
- Firefighting equipment must be supplied by the Contractor at suitable locations.

PA2.4 Plant and equipment storage facility

PA2.4.1 Plant

- At the end of the shift all plant should be driven or transported back to the campsite for proper and safe overnight storage.
- Plant and equipment must not be driven into the veld unless prior agreement is made with the landowner.
- If plant is moved into the veld for temporary storage then care must be taken to minimise damage to the vegetation.
- The Contractor should ensure that equipment left elsewhere is stored in a manner that will not impact negatively upon the environment.
- The plant should be regularly inspected for fuel and oil leaks that may be harmful to the environment, and/or aquatic life if washed into a stream or river.

PA2.4.2 Hazardous materials

- Hazardous materials should be stored under lock and key in designated areas with properly displayed and visible warning signs.
- All storage of hazardous materials must comply with legislation and regulations.

PA3. REHABILITATION

- Upon completion of each section of work the site must be cleared of all equipment, waste and any rehabilitation work must be undertaken. This may include local grading of spoils and re-vegetation where sites have been disturbed.

- Immediately after the demolition of the campsite, the Contractor shall restore the site to its original state, paying particular attention to its appearance relative to the general landscape.
- It is imperative that any potential erosion problems are addressed. This may require subsequent site visits to monitor the efficiency of erosion control measures.

PA4. EMERGENCY PLANS

- The onus is on the Contractor to assess the potential risks to the environment as a result of the project. For example, accidental spillage of materials may pollute the soil or any water body.
- The Contractor must draw up a suitable emergency plan to contain such pollution. The emergency plans and procedures must be taught to all the workers on site, so that everyone is prepared to cope with an emergency.
- Appropriate equipment must be available to carry out the emergency plans.

PA5. ENVIRONMENTAL AUDITING AND PENALTIES

- On a regular basis, a qualified auditor will carry out a site audit to ascertain and verify the Contractor's level of compliance with the requirements of the EMP.
- Transgression will be treated as a contravention of the contractual agreement.
- Deviation from these prescribed requirements will be met with penalties that are intended to enforce compliance.
- It is a requirement that the Contractor keep concise records of mitigatory measures undertaken at each site to minimise environmental impacts.
- Any emergency situations that impact upon the environment should be recorded by the Contractor together with the action that was taken to rehabilitate and remediate the site.
- A copy of all completed environmental audits will be given to the Contractor and the Employer by the Engineer.
- Any public complaints regarding the environment must be recorded and discussed with the ECO to determine an appropriate course of action.
- The Contractor will be responsible for all costs incurred in the rehabilitation of sites.
- The Contractor will be responsible for all costs incurred where emergency procedures are implemented to deal with accidents that impact upon the environment.
- The Contractor will be responsible for ensuring that all procedures required to rehabilitate all sites are implemented.
- If third parties are called to the site to perform clean up and rehabilitation procedures, the Contractor will be responsible for all costs.
- Penalties will be imposed for contravention of the EMP, as follows:
 1. A fine of R1000 per day will be imposed should the Contractor fail to remove waste from the site upon completion of work or when given written instructions to do so by the ECO.
 2. A fine of R2500 will be imposed for each mature tree damaged.

3. A fine of R5 000 will be imposed for each incident involving damaging or polluting wetlands, rivers and surrounding areas.

PA6. MEASUREMENT AND PAYMENT

No separate payment will be made for compliance with this specification.



KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYNSA MUNICIPALITY

C4.1 SITE INFORMATION

C4.1 SITE INFORMATION

No site specific Geotechnical Investigations was done. The area of the Site is however generally sandy with minor topsoil covering.



KNYSNA MUNICIPALITY

KNYSNA

TENDER NO.: 47/2018/19

THE INSTALLTION OF A NEW LIFT IN THE MAIN BUILDING AT THE KNYRNA MUNICIPALITY

VOLUME 4 BOOK OF DRAWINGS

Any information in the possession of the Contractor, which is necessary for the Engineer's representative for completing his as-built drawings, shall be supplied to the Engineer before a certificate of completion of the works will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings. The Contractor will be supplied with 3 sets of paper copies of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

DRAWING NUMBER	REVISION NUMBER	DESCRIPTION
G5189-SE-001	A	PLAN LAYOUT AND SECTION