



KNYSNA
Municipality
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TENDER DOCUMENT

TENDER NO		T 50 OF 2017/18	
TENDER DESCRIPTION		CONSTRUCTION OF 41 DOUBLE STOREY LOW INCOME HOUSES IN XOLWENI, KNYSNA	
CLOSING TIME	12H00	CLOSING DATE	13 DECEMBER 2017
Tender Box: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING CLYDE STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Total Bid Price (Refer to pricing schedule on page 39)			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CIDB Designation			
Construction Period			
CSD Supplier number			
CSD Unique reference number			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Prepared and Issued by: Directorate: Planning and Development Supply Chain Management Unit Knysna Municipality PO Box 21. KNYSNA, 6570		For technical enquiries, contact: Mawethu Penxa at Tel: 044 302 6347,e-mail: mpenxa@knysna.gov.za ;	

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PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

DOCUMENT	YES	NO
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 2 - Tax Clearance Certificate Is an original or certified copy of a valid Tax Clearance Certificate attached?		
MBD4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a certified copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?		
MBD 6.2 (Local Production and Content) Is the form duly completed and signed?		
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?		
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?		
Specifications Is the form duly completed and signed?		
Pricing Schedule Is the form duly completed and signed?		
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?		
CONTRACT DATA Is the JBCC Contract Data Schedule completed and signed?		
DATA BASE REGISTRATION Is the form duly completed and signed? Are all the supporting documents attached?		
Declaration of Tenderer Is the form duly completed and signed?		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<u>Contact Details of Tenderer</u>	
Name of the Tenderer	
Name of the Contact Person	
Physical Address of the Tenderer	
Telephone:	
Facsimile:	
E-mail:	
Postal Address of the Tenderer	

2. TENDER NOTICE AND INVITATION TO TENDER

Knysna Municipality invites tenders for the construction of 41 – double storey Low Income houses in Xolweni, Knysna .

The physical address for collection of tender documents is: **Supply Chain Management Unit, Finance Building, Queen Street, Knysna or the offices of Sintec Engineering Consultants 26 High Street Knysna.** Documents may be collected during working hours as from 13 November 2017.

A receipt for a non-refundable deposit of **R252.00** payable by cheque made out in favour of Knysna Municipality is required on collection of the tender document. Tender document can be downloaded from the Knysna Municipality website at no cost (www.knysna.gov.za) Website navigation: Information Centre – Supply Chain Management - Tenders.

A compulsory clarification meeting with representatives of the Employer will be held on **Monday, 20 November 2017 at 10h00, at the Committee Room, Corporate Building, Clyde Street, Knysna.**

No person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s is more than fifteen (15) minutes late.

The closing time for submission of bids is **12h00 on 13 December 2017** Bids must be sealed in an envelope clearly marked with the bid number and title given above, and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, before the latter time and latest date. Telephonic, facsimile, email and/or late bids will not be accepted. Bids must be valid for a period of ninety (90) days after the closing date of the bid. Knysna Municipality reserves the right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.

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

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

The evaluation of this bid will be subjected to functionality scoring. Tenders must achieve a minimum qualification score of 25 out of 50 for further evaluation. The qualifying criteria and weighting is set out in the tender.

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

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

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

Tenderers must have a minimum CIDB contractor designation of 5 GB or higher.

K. Chetty
Acting Municipal Manager
Clyde Street

KNYSNA
6570

3. AUTHORITY TO SIGN A BID

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

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

OR

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

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

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

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

3. Partnership

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

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

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

4. Consortium

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

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

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

4. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1	Closing Time	Means the date and hour specified in the bidding documents for the receipt of bids.
1.2	Chief Executive Officer	Means the CEO of the organisation or his/her duly authorised representative
1.3	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
1.4	Contract Price	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.5	Corrupt Practice	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.6	Countervailing duties	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
1.7	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.
1.8	Day	means calendar day.
1.9	Delivery	means delivery in compliance of the conditions of the contract or order.
1.10	Delivery ex stock	means immediate delivery directly from stock actually on hand
1.11	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 supplies are so delivered and a valid receipt is obtained.
1.12	Dumping	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.13	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.
1.14	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.
1.15	GCC	Means the General Conditions of Contract
1.16	Goods	Means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17	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 supplies covered by the bid will be manufactured.
1.18	Letter of Acceptance	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.

1.19	Local Content	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.20	Manufacture	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.21	Order	means an official written order issued for the supply of goods or works or the rendering of a service.
1.22	Project Site	where applicable, means the place indicated in bidding documents.
1.23	Purchaser	means the organization purchasing the goods.
1.24	Republic	Means the Republic of South Africa
1.25	SCC	Means the Special Conditions of Contract
1.26	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.
1.27	Signature Date	Means the date of the letter or acceptance
1.28	Tender	Means an offer to supply goods/services to the organisation at a price
1.29	Tenderer	Means any person or body corporate offering to supply goods/services to the organisation
1.30	Written or In Writing	means handwritten 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 in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, 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 in the institution's website.

4. STANDARDS

4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

5.1	The provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

7.1	Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider'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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 clause 8.2 & 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
8.6	Supplies 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 supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
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 23 of GCC

9. PACKAGING

9.1	The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packaging, 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 provider in accordance with the terms specified in the contract.
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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.
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12. TRANSPORTATION

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

13.1	The provider 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 provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. SPARE PARTS

14.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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.
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15. WARRANTY

15.1	The provider 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 provider 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 provider, 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 provider in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. PAYMENT

16.1	The method and conditions of payment to be made to the provider under this contract shall be specified
16.2	The provider 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 provider.
16.4	Payment will be made in Rand unless otherwise stipulated.

17. PRICES

17.1	Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.
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18. INCREASE / DECREASE OF QUANTITIES

18.1	In cases where the estimated value of the envisaged changes in purchase does not exceed 20% of the total value of the original contract, the contractor may be instructed to deliver the revised 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.
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19. CONTRACT AMENDMENTS

19.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
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20. ASSIGNMENT

20.1	The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
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21. SUBCONTRACTS

21.1	The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
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22. DELAYS IN THE PROVIDER'S PERFORMANCE

22.1	Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract
22.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
22.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
22.4	Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
22.5	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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 provider'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 provider.

23. PENALTIES

23.1	Subject to GCC Clause 25, if the provider 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 good 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.
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24. TERMINATION FOR DEFAULT

24.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
24.2	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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

25.1	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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies 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.
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26. FORCE MAJEURE

26.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
26.2	If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. TERMINATION FOR INSOLVENCY

27.1	The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,
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28. SETTLEMENT OF DISPUTES

28.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
28.2	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 provider 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.
28.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
28.4	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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

29. LIMITATION OF LIABILITY

29.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider 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.
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30. GOVERNING LANGUAGE

30.1	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.
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31. APPLICABLE LAW

31.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
------	--

32. NOTICES

32.1	Every written acceptance of a bid shall be posted to the provider 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
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	writing and such posting shall be deemed to be proper service of such notice.
32.2	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.

33. TAXES AND DUTIES

33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
33.3	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 bidders are in order.

34. TRANSFER OF CONTRACTS

34.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
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35. AMENDMENT OF CONTRACTS

35.1	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
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5. MBD 2 - TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

6. MBD 4 – DECLARATION OF INTEREST

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

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

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												

3.6.	VAT Registration Number		
3.7.	Are you presently in the service of the state?	YES	NO
3.7.1	If so, furnish particulars:		
3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		
	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars:		
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		
3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars:		
3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars:		
	4. DECLARATION I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct. I accept that the state may act against should this declaration prove to be false.		
SIGNATURE			DATE
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

MBD 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

- 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	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

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

.....

.....

8. MBD 6.2 – DECLARATION CERTIFICATE LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

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

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

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

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

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Conventional Building Materials	100%
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No. _____

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

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

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

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

Bid price, excluding VAT (y)	R
Imported content(x)	R

Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

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

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

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

9. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

5. CERTIFICATION

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

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

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

10. CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids² invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

³ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

KNYSNA MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

11. MDB 15 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: _____

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

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

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

I, _____,

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

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

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

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

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

For office use (comments):

PART B – SPECIFICATIONS AND PRICING SCHEDULE

12.SPECIAL CONDITIONS AND SPECIFICATIONS

12.1. SPECIAL CONDITIONS

12.1.1 Functionality Assessment

All bids will be evaluated in TWO STAGES. Each responsive technical submission will be given a total score out of **50**. A proposal will be considered unsuitable at this stage if it scores less than **25 points** on the technical/functional aspects and will not be further evaluated. All those who satisfy the minimum required score will thereafter be evaluated in terms of price and preference points (B-BBEE). The points scored for functionality will not be added to the final points of price and preference. Bidders are required to submit supporting documents on the tabulated criteria and shortlisted candidates may be invited to come and conduct presentations if required.

The allocation of points for functionality shall be done by the Municipality's BEC (Bid Evaluation Committee). It is therefore critical that ALL supportive documentation be included with the tender submission in a separate envelope.

Tenderers are to complete the Functionality Assessment (see page 31-34)

12.1.2 Tender Briefing Meeting

A compulsory tender briefing meeting shall be held on **20 November 2017 at 10h00**, at the Committee Room, Corporate Building, Clyde Street, Knysna.

Tenderers are to submit proof of attendance certificate (Annexure A)

12.1.3 Building Agreement

Building work will be performed in terms of clauses 1 to 30 of the **JBCC** Series 2000 Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee.

Copies may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021- 4626431), Master Builders Association (011-205-9000; 021-6852625) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (011-4860684; 021-424 7128)

The Contract Data to be filled in and returned with this tender is included in (Annexure C) of this tender document

12.1.4 Occupational Health and Safety

The contractor's attention is drawn to the provisions of the Construction Regulations 2003 issued in terms of the Occupational Health and **Safety Act, 2010**. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the executions of works. The contractor shall allow for compliance with the act and the regulations and all reasonable provisions of the aforementioned health and safety specifications

Refer to (Annexure E) for General Occupational Health and Safety Specification

1. ALL BIDS WILL BE EVALUATED IN TWO STAGES.

Stage 1: Tenderers will be evaluated on the following criteria and tenderers that score less than **25 out of 50** points will be considered as non-responsive. Evaluation criteria and weight:

Stage 2: Price and B-BEEE in terms of procurement regulations 2011. The rankings of the contractors will be determined by the highest number of total points (refer MBD 6.1).

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

2. PRE- QUALIFICATION: FUNCTIONALITY

To help in Risk determination functionality will be scored, but the scores will not be added to the Price and B-BBEE final points. Points will be awarded according to criteria below. A minimum functionality score of **25 out of 50** is required in order to move to the next stage where the tenderer will be evaluated on Price and B-BBEE for consideration under the contract.

$$N_Q = (Q_1 + Q_2 + Q_3 + Q_4 + Q_5);$$

where

- N_Q is the total number of tender evaluation points awarded for the functionality **(max 50)**;
- Q_1 is the points scored for tenderer's experience on similar previous projects **(max 20)**;
- Q_2 is the points scored for the experience of the Contracts Manager **(max 10)**;
- Q_3 is the points scored for the qualification of the Contracts Manager **(max 5)**;
- Q_4 is the points scored for the experience of the Site Agent **(max 10)**;
- Q_5 is the points scored for the qualification of the Site Agent **(max 5)**;

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

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

construction, general building works). 2 Points will be awarded for every similar previous construction project.

In order to claim points for the above, **bidders must submit the following information on Annexure B and F**

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

Experience of the Contracts Manager (Q₂):

Points will be scored according to the experience of the proposed contracts manager. Maximum 10 points will be scored for a contracts manager who has successfully managed a minimum of 5 projects defined as being similar previous projects with similar contract values (2 points per relevant project). Tenderers must complete **Schedule Q** to be eligible for scoring of the relevant points.

Qualification of the Contracts Manager (Q₃):

Points will be scored for the tertiary qualification and professional status of the contracts manager. Maximum 5 points will be scored for a registered professional engineer with a minimum experience of 5 years in the electrical engineering field. Tenderers must attach a detailed CV of the Contracts Manager to **Schedule F and complete Schedule Q** to be eligible for scoring of the relevant points.

Experience of the Site Agent (Q₄):

Points will be scored according to the experience of the proposed site agent. Maximum 10 points will be scored for a site agent who was involved in and has successfully completed a minimum of 5 projects defined as being similar previous projects with similar contract values (2 points per relevant project). Tenderers must complete **Schedule Q (Volume 2, Part 3)** to be eligible for scoring of the relevant points.

Qualification of the Site Agent (Q₅):

Points will be scored for the tertiary qualification of the site agent. Maximum 5 points will be scored for a site agent who has successfully obtained a tertiary qualification in the building field (N.D. Construction Management or equivalent) and have a minimum experience of 5 years in the construction field. Tenderers must attach a detailed CV of the Site Agent to **Schedule F and complete Schedule Q** to be eligible for scoring of the relevant points.

c) **Functionality Points Awarded:**

Item	Description	Tenderer must complete	Points awarded by Employer
(Q1)	Tenderer's relevant experience on Similar previous projects: (Maximum 20 points) 0 to 1 projects = 0 points 2 to 3 projects = 5 points 4 to 5 projects = 10 points more than 5 projects = 20 points		
(Q2)	Experience of the Contracts Manager on similar previous projects: (Maximum 10 points) 0 to 1 projects = 0 points 2 to 3 projects = 5 points 4 to 5 projects = 7 points more than 5 projects = 10 points		

(Q3)	Qualification of the Contracts Manager: (Maximum 5 points) Tertiary Qualification?..... Electrical engineering experience: 0 to 1 year = 0 points 2 to 3 years = 1 point 4 to 5 years = 3 points more than 5 years = 5 points		
(Q4)	Experience of the Site Agent on similar previous projects: (Maximum 10 points) 0 to 1 projects = 0 points 2 to 3 projects = 5 points 4 to 5 projects = 7 points more than 5 projects = 10 points		
(Q5)	Qualification of the Site Agent: (Maximum 5 points) Tertiary Qualification?..... Building Construction experience: 0 to 1 year = 0 points 2 to 3 years = 1 point 4 to 5 years = 3 points more than 5 years = 5 points		
	Total points awarded out of 50		

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

12.2.1 SCOPE OF WORK:

The scope of work entails the construction (labour and materials) of 41 double storey low income housing units measuring approximately 48 m² each built on raft slabs provided by the Municipality.

12.2.2 DRAWINGS

The following drawings are available for tendering purposes:

1. 246 – T – 01: PROPOSAL 48m² DOUBLE STORY LOW INCOME HOUSE PLAN,
SECTION & ELEVATION
2. 246 – T – 02: 48 m² DOUBLE STOREY 1st FLOOR SLAB DETAIL PLAN AND SECTION
3. 246 – C – S 02: SEWER ERF CONNECTION DETAILS
4. 246 – C – W 02: WATER ERF CONNECTION DETAILS – RESIDENTIAL
5. ROOF DESIGN DOUBLE STORY LOW INCOME HOUSE
6. LOCALITY PLAN

12.2.3 SPECIFICATION

All work is to conform to the standards of the National Home Building Regulations in conjunction with the PGWC housing standards of March 2014.

12.3.4 SITE INFORMATION

The offloading of construction materials to a majority of the raft foundations is restricted due to limited access to the platforms.

Tenderers must visit the site to acquaint themselves with the site characteristics and conditions.

12.3.5 Practical certificates of completion and right of occupation by the beneficiary upon issue of certificate of practical completion.

The Municipality reserves the right to handover completed units to beneficiaries once the Municipality is satisfied that the house is suitable for occupation as and when such units are made available.

13.1 PRICING INSTRUCTIONS

1. The Building Agreement, Contract Data, Specifications (including Preambles for Trades) and Drawings shall be read in conjunction with the Bills of Quantities.
2. The Bills comprises items covering the Contractor's profit and costs of general liabilities and includes the construction of temporary and permanent works.
3. **Tenderer must note that the foundation slabs DO NOT have vehicular access adjacent to the slabs.** The Bills of Quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Building Agreement, Specifications, Drawings and all other relevant documentation.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
5. The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must, however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
6. The Contract Data, Preliminaries and the Principal Building Agreement referenced therein, including all additions, deletions and alterations to the various parts of these documents, must be studied for the full extent and meaning of each and every clause. Only the headings and clause numbers for which allowance must be made are recited in Section 1: Bill No. 1 (Preliminary and General) of the Bills of Quantities.
7. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste and the tenderer's attention is drawn to the fact that their prices must make allowance for all cut-offs, waste, spillage and any other provision that they may require in the execution of the work.
8. The amounts and rates to be inserted in the Bills of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
9. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
10. The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.
11. Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

12. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
13. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bills of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bills of Quantities and the quantities certified for payment.
14. Ordering of materials are not to be based on the Bills of Quantities, but only on information issued for construction purposes. Any ordering of materials, based on the Bills of Quantities are at the Contractor's risk
15. For the purposes of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications		
Quantity	The number of units of work for each item		
Rate	The payment per unit of work at which the Tenderer tenders to do the work		
Amount	The quantity of an item multiplied by the tendered rate of the (same) item		
Sum	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units		

16. The units of measurement indicated in the Bills of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimeter	m	=	meter
km	=	kilometer	m ²	=	square meter
m ³	=	cubic meter	kW	=	kilowatt
kg	=	kilogram	t	=	ton (1 000 kg)
%	=	per cent			

13.2 BILL OF QUANTITIES (Pricing Schedule)

SECTION 1: PRELIMINARIES

SECTION 2: TOP STRUCTURES

SECTION 3: WATER SUPPLY

SECTION 4: SEWER CONNECTION

SUMMARY PAGE

TENDER: T /

**CONSTRUCTION OF 41 DOUBLE STORY LOW INCOME HOUSES IN XOLWENI,
KNYSNA MUNICIPALITY**

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY & GENERAL	
2	TOP STRUCTURES	
3	WATER SUPPLY	
4	SEWER CONNECTIONS	

	SUB-TOTAL	
--	------------------	--

	ADD 10% CONTINGENCIES	
--	-----------------------	--

	SUB-TOTAL	
--	------------------	--

	ADD 14% VAT	
--	-------------	--

TOTAL AMOUNT CARRIED TO TENDER OFFER	
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SECTION 1 P&G						SECTION 1 - PAGE 1/2
ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A	SECTION 1: PRELIMINARY & GENERAL in accordance with project specification and SABS 1200A				
1.1	8.3	FIXED CHARGED ITEMS				
1.1.1	8.3.1	Contractual Requirements	sum	1		
1.1.2	8.3.2	(a) Facilities for the Engineer	sum	1		
1.1.2.1	8.3.2.1 (c)	(b) Nameboard	sum	1		
1.1.3	8.3.2.2	<u>Establishment of facilities for the Contractor:</u>				
1.1.3.1	8.3.2.2 (a)	(a) Offices and Storage	sum	1		
1.1.3.2	8.3.2.2 (e)	(e) Sanitary facilities	sum	1		
1.1.3.3	8.3.2.2 (j)	(j) Plant and Equipment	sum	1		
1.1.4	8.3.3	<u>Other Fixed Charge Obligations (Tenderer to Specify)</u>				
1.1.4.1			sum	1		
1.1.4.2						
1.1.4.3						
1.1.5	8.3.4	Removal of Site Establishment	sum	1		
1.2	8.4	<u>SCHEDULED TIME-RELATED ITEMS</u>				
1.2.1	8.4.1	Contractual Requirements	sum	1		
1.2.2	8.4.2.1	<u>Operation & Maintenance of Facilities for Engineer</u>				
1.2.2.1	8.4.2.1 (b)	(b) Cellular Telephone	p/sum	1	R 8 000.00	R 8 000.00
1.2.2.2	8.4.2.1 (c)	(c) Name boards	sum	1		
		(d) Office (incl electrical supply)	sum	1		
1.2.3	8.4.2.2	<u>Operation & Maintenance of Facilities for Contractor:</u>				
1.2.3.1	8.4.2.2 (a)	(a) Offices and Storage	sum	1		
1.2.3.2	8.4.2.2 (e)	(e) Sanitary facilities	sum	1		
1.2.3.3	8.4.2.2 (j)	(j) Plant and Equipment	sum	1		
1.2.4	8.4.3	Supervision for the Duration of Construction	sum	1		
1.2.5	8.4.4	Company and Head Office Overheads	sum	1		
1.2.6	8.4.5	<u>Other Time Related Obligations</u>				
1.2.6.1		- Dealing with storm water, erosion protection and control	sum	1		
1.2.6.2	8.4.6	Compliance with Occupation Health and Safety Act 2010	sum	1		
AMOUNT CARRIED FORWARD						

SECTION 1 P&G						SECTION 1 - PAGE 2/2
ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		AMOUNT BROUGHT FORWARD				
1.3	8.5	PROVISIONAL SUMS STATED BY THE ENGINEER				
1.3.1		Allow provisional sum for additional testing of materials as instructed by the Engineer	p/sum	1	R 5 000.00	R 5 000.00
1.3.1.1		Allow provisional sum for additional testing of materials as instructed by the Engineer	%			
1.3.2		Monthly salary to be paid to the liaison officer for the duration of the contract	p/sum	1	R 45 000.00	R 45 000.00
1.3.2.1		Overheads, charges and Profit on Item 1.3.2	%			
1.3.3		Provision for delays to be incurred by Contractor in terms of Clause 5.10 in the GCC 2015 2nd edition, to include fixed charge items and time related items	p/sum	20 Days		
1.4	8.6	PRIME COST ITEMS				
1.4.1		Provisional sum for Materials	p/sum	1	R 50 000.00	R 50 000.00
1.4.2		Overheads, charges and Profit on Item 1.4.1	%			
1.5	8.7	DAYWORKS				
1.5.1		Labour:				
1.5.1.1		(a) Unskilled	hour	100		
1.5.1.2		(b) Semi-skilled	hour	100		
1.5.1.3		(c) Skilled	hour	50		
1.5.1.4		(d) Ganger	hour	50		
1.5.1.5		(e) Surveyor and assistant	hour	10		
1.5.2		Plant:				
1.5.2.1		(a) Back actor (200 -240 kW)	hour	40		
1.5.2.2		(b) Front End Loader (1.9 - 2.4 m³)	hour	10		
1.5.2.3		(c) Tipper Truck (10 m³)	hour	40		
1.5.2.4		(d) Excavator 21 t	hour	10		
1.5.2.5		(e) 12 T roller	hour	10		
1.6	8.8	TEMPORARY WORKS				
1.6.1	8.8.4	Excavate by hand where ordered by the engineer to expose and record existing services	m³	50		
		AMOUNT CARRIED TO SECTION 1 OF SUMMARY PAGE				

SECTION 2 TOP STRUCTURES						SECTION 2 - PAGE 1/1
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
NO.	REFERS					
2.1		<p>SECTION 2: TOP STRUCTURES</p> <p>Construction of 41 Double storey housing units on existing raft slabs (by others) measuring approximately 6 meters in length and 4 meters wide, according to the dimensions and specifications as specified in drawing no, 246 - T - 01, including all materials, labour and certificates. Each raft slab makes provision for ONE double storey housing unit. (note: Foundation slabs provided by Employer)</p> <p>The payment for each unit shall be certified according to the following milestones:</p> <p>Blockwork and first floor concrete slab (35%)</p> <p>Roofing, plastering and window frames (55%)</p> <p>Internal plumbing and electrical reticulation (75%)</p> <p>Paintwork, internal staircase and ceilings (90%)</p> <p>Final completion with apron slab complete and removal of all building rubble and all relevant documentation (COC) submitted (Electrical, plumbing, roof etc) (100%)</p> <p>Please note: That each unit will receive three inspections a practical, final and retention inspection, the retention period will begin 3 months from the date of when all final inspection snags are completed on a unit. Retention will be released once the 3 month period has finished and when all retention snags are completed.</p> <p>Each unit is to be issued with the following documentation / COC before final completion milestone is paid:</p> <p>Electrical</p> <p>Plumbing</p> <p>As-built plan</p> <p>Roof (A19)</p> <p>NHBRC FUR</p> <p>Glazing Certificate</p> <p>Foundation Certificate (to be provided by Sintec)</p> <p>Practical and Final Completion Certificate</p>	no.	41		
		AMOUNT CARRIED TO SECTION 2 OF SUMMARY PAGE				

SECTION 3: WATER SUPPLY						SECTION 3 - PAGE 1/1
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	SABS 1200 LF 8.2.1	<u>ERF CONNECTIONS</u> <u>UNIT RATES TO INCLUDE FOR EXCAVATION NOT EXCEEDING 1.50 M DEEP, BACKFILL, COMPACTION AND DISPOSAL OF SURPLUS MATERIAL</u> (a) Single short stand connection complete with stopcock, pipe work and all fittings as detailed in drawing no. 246-C-W02 (4.5 m max connection pipe) (b) Single long stand connection complete with stopcock, pipe work and all fittings as detailed (15 m max connection pipe) (c) Double short stand connection complete with stopcock, pipe work and all fittings as detailed on drawing (4.5 m max connection pipe) (d) Double long stand connection complete with stopcock, pipe work and all fittings as detailed on drawing (15 m max connection pipe)	No.	18		
3.6						
3.6.1						
3.6.2						
3.6.3						
3.6.4						
AMOUNT CARRIED TO SECTION 3 OF SUMMARY PAGE						

SECTION 4 SEWER CONNECTION						SECTION 4 - PAGE 1/3
ITEM No.	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>SEWERAGE RETICULATION</u>				-
4.1	SABS 1200 C 8.2.1	CLEAR SITE				
4.1.1	PSC 2.1 (c) & PSC 3.1	Clear and grub lines of trenches	m			N/A
4.2	SABS 1200 DB	EXCAVATION				
	8.3.2 (a)	<u>Excavate trenches in all materials, including backfilling, compaction and disposal of surplus material for the following pipe sizes and to the following depths:</u>				
4.2.1		<u>BY MACHINE EXCAVATION for 150 mm dia sewer pipes, and to depths:</u>				
4.2.1.1		Up to 1,0 m	m	80		
4.2.1.2		Over 1,0 and up to 1,5 m	m	50		
4.2.1.3		Over 1,5 and up to 2,0 m	m	20		
4.2.2		<u>BY HAND EXCAVATION for 150 mm dia pipes, and for rising mains, and to depths:</u>				
		-				
4.2.2.1		Up to 1,0 m	m	500		
4.2.2.2		Over 1,0 and up to 1,5 m	m	135		
4.2.2.3		Over 1,5 and up to 2,0 m	m	15		
4.2.3	8.3.2(b) PSDB3.1	Extra-over items 4.2.1 to 4.2.2.2 for excavation in hard rock material	m ³	10		
4.2.4	8.3.2 (c)	Excavate (by hand) and dispose of unsuitable material from trench bottom	m ³	20		
4.2.5	8.3.3.3	Compaction in road reserves (only when directed by the Engineer)	m ³	10		
4.2.6	8.3.4 (a)	Shoring trench opposite electric pole or other structure or service	m	10		
4.3	SABS 1200 LB	PROVISION OF BEDDING				
4.3.1	PSLB 3.4.1 & 8.2.1	<u>Provide material from borrow pit (borrow pit 0.5 km from site excavations without the need for screening</u>				
4.3.1.1		Selected granular material	m ³	100		
4.3.1.2		Selected fill material	m ³	150		
4.3.2		<u>Provide material from commercial sources:</u>				
4.3.2.1		Selected granular material	m ³	250		
		AMOUNT CARRIED FORWARD				

SECTION 4 SEWER CONNECTION						SECTION 4 - PAGE 2/3	
ITEM No.	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
AMOUNT BROUGHT FORWARD							
4.3.2.2	PSLB 4.2.	Selected fill material	m³	100			
4.3.3		Provide and place 19 mm stone in waterlogged conditions as ordered by the Engineer	m³	20			
4.3.4		Construct concrete anchor blocks in 20/19 Mpa concrete	m³	2			
4.4		SABS 1200 LD	PIPE LAYING				
4.4.1		Supply, lay joint and bed on Class C bedding and test the following UPVC pipes (or similar approved) sewer pipes:					
4.4.1		160 mm Ø class 34 pipe	m	100			
		110 mm Ø class 34 pipe	m	650			
4.5	SABS 1200 LD	MANHOLES					
4.5.1		Construct sewer manholes complete (as shown on tender drawings) with concrete manhole cover and frame for depths:					
		8.2.3	Notes: i) Channels in benching are not measured separately. These channels can be formed in-situ with 20 Mpa concrete or by using fabricated fittings ii) Step irons are not required iii) Precast concrete covers Over and Up to				
4.5.1.1			1 m	No.	3		
4.5.1.2		1,0 m - 1,5 m	No.	4			
4.5.1.3		1,5 m - 2,0 m	No.	2			
4.5.1.4		2,0 m - 2,5 m	No.	1			
4.5.4	8.2.4	Construct rodding eye complete with 45 degree plastic cover and concrete surround at head of sewer line	No.	150			
4.5.4.1							
4.5.5		Extra-over item 4.5.1 for constructing a sewer manhole on an existing sewer main. Rate to include for breaking into main and forming benching - between 1,5 m x 2,0 m deep (includes dealing with running effluent)	No.	3			
4.6		ERF CONNECTIONS Note: 1) piping measured under item 4.6.4 2) rate to include for hand excavation and backfill					
4.6.1	8.2.6	Construct 110 mm dia erf connection comprising Y junction in main sewer with 45 degree bend, Y junction at erf boundary with temporary end cap in Class 34 PVC piping. Markers to be placed at erf connections.	No.	10			
4.6.2		Extra-over item 4.6.1 for cutting into an existing 160 mm dia. sewer line and constructing new erf connections (Includes dealing with flowing effluent if necessary)	No.	10			
AMOUNT CARRIED FORWARD							

SECTION 4 SEWER CONNECTION						SECTION 4 - PAGE 3/3
ITEM No.	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD						
4.6.3		Construct 110 mm dia erf connections directly into manholes complete with temporary end cap in the running pipes:				
4.6.3.1		uPVC solid wall class 34 pipe	No.	10		
4.6.4		100 (or 110) mm diameter piping in connections from junction on main sewer to erf of boudary or to point of connection as instructed by the Enginner in the following pipe types (<u>unit rate includes hand excavation, bedding, backfill and compaction</u>)				
4.6.4.1		<u>uPVC solid wall class 34 pipe:</u> 1) 110 mm dia	m	60		
4.6.4.2		Excavate by hand where ordered by the engineer to expose existing services	m³	30		
4.7		TESTING				
4.7.1		Retest sewers after completion of backfilling	m	300		
CARRIED FORWARD TO SECTION 4 OF SUMMARY						

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

NOTE:

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

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Knysna Municipality** in accordance with the requirements and specifications stipulated in tender no T 45 of 2017/18 Construction of 41 Double Storey Low Income Houses in Xolweni Knysna within the construction period as agreed and the price(s) as per the pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
Binding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Technical Specification(s)
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
 - (f) Declaration of Interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

CONTRACT FORM – PURCHASE OF GOODS / WORKS**PART 2(To be completed by the KNYSNA MUNICIPALITY**

1. I, _____ in my capacity as _____, accept your bid under reference number _____, dated _____, for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions in forthcoming
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice accompanies by the delivery note.
4. I confirm that I am duty authorised to sign this contract.

TO BE COMPLETED BY THE KNYSNA MUNICIPALITY

SIGNATURE:

NAME (PRINT)

WITNESS 1

WITNESS 2

OFFICIAL STAMP:

15. DECLARATION BY TENDERER

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

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

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

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

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

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

16. FORM OF OFFER AND ACCEPTANCE

TENDER NO: T45 OF 2007/18 CONSTRUCTION OF 41 DOUBLE STOREY LOW INCOME HOUSES IN XOLWENI, KNYSNA

Name of Tender:

Form of Offer and Acceptance

Offer

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

T 45 OF 2017/18: CONSTRUCTION OF 41 DOUBLE STOREY LOW INCOME HOUSES IN XOLWENI, KNYSNA

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

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

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

Rand (in words);

R _____ (in figures)

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	

for the tenderer

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Acceptance

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

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

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	

for the Employer

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Schedule of Deviations

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

for the tenderer

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

for the Employer

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

17. ANNEXURES

- A: CLARIFICATION MEETING CERTIFICATE**
- B: SCHEDULE OF EXPERIENCE OF TENDERER**
- C: JBCC PRINCIPAL BUILDING AGREEMENT CONTRACT DATA SCHEDULE**
- D: KNYSNA MUNICIPALITY SUPPLIER DATABASE REGISTRATION**
- E: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**
- F: FUNCTIONALITY ASSESSMENT**
- G: PGWC**

CLARIFICATION MEETING CERTIFICATE

Project title:	CONSTRUCTION OF 41 DOUBLE STOREY LOW INCOME HOUSES IN XOLWENI, KNYSNA
Bid no:	45 of 2017/18
Closing date:	13 December 2017

This is to certify that I, _____ representing

_____ in the company of _____ attended the

clarification meeting on _____

held at _____

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Employer's Representative	Signature	Date

SCHEDULE: EVIDENCE OF EXPERIENCE OF TENDERER

(Supplementary details to be attached at the back of this document)

Employer	Consulting Engineer/Architect	Nature of Works	Value	Year Complete
<u>Name:</u>	<u>Name:</u>			
<u>Contact No:</u>	<u>Contact No:</u>			
<u>Name:</u>	<u>Name:</u>			
<u>Contact No:</u>	<u>Contact No:</u>			
<u>Name:</u>	<u>Name:</u>			
<u>Contact No:</u>	<u>Contact No:</u>			
<u>Name:</u>	<u>Name:</u>			
<u>Contact No:</u>	<u>Contact No:</u>			
<u>Name:</u>	<u>Name:</u>			
<u>Contact No:</u>	<u>Contact No:</u>			
<u>Name:</u>	<u>Name:</u>			
<u>Contact No:</u>	<u>Contact No:</u>			

Name of Tenderer	Signature	Date



PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA

Project

Employer

Contractor

Contract Date

File Code

CONTRACT DATA

used in conjunction with the

JBCC® Principal Building Agreement

Edition 6.1 - published March 2014

Preface

JBCC® Constituents

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experiences to the compilation of JBCC® documents. JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk. The constituents are:

Association of Construction Project Managers
Association of South African Quantity Surveyors
Consulting Engineers South Africa
Master Builders South Africa
South African Black Technical and Allied Careers Organisation
South African Institute of Architects
South African Property Owners Association
Specialist Engineering Contractors Committee

Application of JBCC® Contract Documents

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text shall bear the meaning assigned to it in the definitions of such Agreement. Where a word or phrase is not in bold type it shall bear the meaning consistent with the context of its use

This contract data contains unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement. The information provided in this document by the principal agent is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank. This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning

The JBCC® Principal Building Agreement, the JBCC® Nominated / Selected Subcontract Agreement and respective Contract Data Edition 6.1 have been coordinated with JBCC® Certificates and other support documents. Forms from previous editions are not compatible with Edition 6.1

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A TENDER INFORMATION

A1 Project name

A2 Works description

Construction of 41 double story low income houses on foundation slabs provided by the employer.

A3 Site description

Erf No /Township	Xolweni
Local authority	Knysna Municipality
Street address	Xolweni

A4 Employer

Name	<input type="text"/>		
Business-eg: public company	<input type="text"/>		
Business registration number	<input type="text"/>	VAT/GST	<input type="text"/>
Contact person	<input type="text"/>	Mobile	<input type="text"/>
E-mail	<input type="text"/>		
Registered street address	<input type="text"/>		
Postal address	<input type="text"/>	Code	<input type="text"/>
Telephone	<input type="text"/>	Fax	<input type="text"/>

A5 Principal agent

Name	<input type="text"/>		
Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
Contact person	<input type="text"/>	Mobile	<input type="text"/>
E-mail	<input type="text"/>		
Registered street address	<input type="text"/>		
Postal address	<input type="text"/>	Code	<input type="text"/>
Telephone	<input type="text"/>	Fax	<input type="text"/>

A 6	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>
A 7	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>
A 8	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>
A 9	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>

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A 10	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>
A 11	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>
A 12	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>
A 13	Agent	<input type="text"/>		
	Name	<input type="text"/>		
	Practice registration number	<input type="text"/>	VAT/GST	<input type="text"/>
	Contact person	<input type="text"/>	Mobile	<input type="text"/>
	E-mail	<input type="text"/>		
	Registered street address	<input type="text"/>		
	Postal address	<input type="text"/>	Code	<input type="text"/>
	Telephone	<input type="text"/>	Fax	<input type="text"/>

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B CONTRACT DATA

Clause references apply to the JBCC® Principal Building Agreement Edition 6.1 (PBA) published March 2014
Only clauses in the PBA requiring the provision of information [CD] are quoted below

2.0 Law, regulations and notices

2.1/25.15 Law of the country applicable to the project

RSA

5.0 Contract documents

5.1 Signed contract documents held by the principal agent, or

5.5 Number of copies of documents issued free to the contractor

copies

Priced document

Lump sum priced document, or

Priced bills of quantities (BoQ)

System/method of measurement

yes / no?

yes / no?

YES

Contract documents comprising ...

Description	Marked ?	Notes

NOTE: If insufficient space, please see annexure:-

Contract drawings - description

Description	Date	Marked	Number	Revision

NOTE: If insufficient space, please see annexure:-

6.0 Employer's agents

6.3

Description of interests of **agents** in the project other than professional services, if applicable

10.0 Insurances

By the **employer** in the joint names of the **parties**, yes/no ? ☐

Obligation Currency Insured amount

Contract Works Insurance (CWI) (including **materials and goods**, temporary works)

contract sum

Allowance for professional fees and escalation of the insured value at 25% pa, or ? %

%

Free issue material at new replacement value, added to CWI, where applicable

Employer owned surrounding property (care, custody, control or worked on)

Public Liability Insurance (each and every claim OR unlimited / value ?)

Supplementary Insurance (incl CWI extensions)

per CWI

Removal of Lateral Support Insurance

employer

Other:

Policy deductibles

Currency Amount

- **Works / free issue**

contractor

- **Employer** owned surrounding properties

contractor

- Public Liability

contractor

- Supplementary Insurance

contractor

- Removal of Lateral Support

contractor

- Other:

contractor

Or...

By the **contractor** in the joint names of the **parties**, yes/no ? ☐

Currency Insured amount

Contract Works Insurance (CWI) (including **materials and goods**, temporary works)

ZAR *contract sum*

Allowance for professional fees and escalation of the insured value at 25% pa, or ? %

%

Free issue material at new replacement value

Public Liability Insurance (each and every claim OR unlimited for the period)

Supplementary Insurance (incl CWI extensions)

per CWI

Policy deductibles

Other:

11.0 Security

11.1.1-5 The contractor shall provide a **Guarantee for Construction** to the employer>D11.2-3

yes / no? YES

12.0 Duties of the parties = employer = site

9.2.7 Alterations & additions to existing premises?

12.1.2 Premises occupied - yes/no? Identify area?

12.1.3 Relevant natural features to be retained / relocated / removed

12.1.4	Areas the contractor may not occupy?	
12.1.5	Utilities connections - location	
12.1.6	Statutory and/or other notices to be complied with by the contractor before possession of site can be given	
12.1.7	Possession of the site - intended date	Due date / yyyyymmdd
12.1.12	Description of free issue by employer (Attach separate page for multiple items)	
NOTE: If insufficient space, please see annexure:-		

14.0 Nominated subcontractors

14.1.4	Specialisation:	
14.1.4	Specialisation:	
14.1.4	Specialisation:	
14.1.4	Specialisation:	
14.1.4	Specialisation:	
NOTE: If insufficient space, please see annexure:-		

16.0 Direct contractors

Employer to define extent of work by a **direct contractor** [12.1.2]

16.1	Specialisation:	
16.1	Specialisation:	
16.1	Specialisation:	
NOTE: If insufficient space, please see annexure:-		

19/20/24 Practical completion / penalty for late completion

	Inspection = working days	Date for practical completion yyyyymmdd	Penalty Currency	Penalty amount per calendar day
19.0 Practical completion of the works as a whole OR ...only one option can apply !				
19/20/24 Practical completion of the works in sections: 1				
19/20/24 Practical completion of the works in sections: 2				
19/20/24 Practical completion of the works in sections: 3				
19/20/24 Practical completion of the works in sections: 4				
19/20/24 Practical completion of the works in sections: 5				
NOTE: If insufficient space, please see annexure:-				

19.0 Practical completion

19.1.1 Items that do not have to be complete to achieve practical completion

--

NOTE: If insufficient space, please see annexure:-

19.1.1 Criteria to achieve practical completion (the BoQ may contain a more detailed description)

--

NOTE: If insufficient space, please see annexure:-

25.0 Payment

- 25.0 Currency:
- 25.2 Issue of regular payment certificates on
- 25.3.2 Materials and goods off site - paid subject to ...
- 3.4/26.9.5 Contract price adjustment provisions

ZAR	
date@month	or... day of week
Guarantee for Advance Payment provided ?	
Method?	

NOTE: If insufficient space, please see annexure:-

30.0 Dispute resolution

30.6.1 Alternative Dispute Resolution nominating body

--

Changes made to JBCC® documentation

Note ERRATA issued by JBCC applicable to printed PBA

Note: The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.*

NOTE: If insufficient space, please see annexure:-

C TENDER CLOSING

Tender closing: date	<input type="text"/>	Tender closing: time	<input type="text"/>
Tender closing: place	<input type="text"/>		
SUBMISSION ADDRESS	<input type="text"/>		
Delivered in electronic format?	yes / no? <input type="text"/>	E-mail address	<input type="text"/>
Alternate offer considered ?	yes / no? <input type="text"/>	Only if original tender submitted	yes / no? <input type="text"/>

D TENDERER'S SELECTION (to be completed by the tenderer)

11.0 Securities

11.1.2	Guarantee for Construction (variable)	Obligation	
11.1.3	or Guarantee for Construction (fixed)	If specified, contractor's choice	yes/no ? <input type="text"/>
		If specified, contractor's choice	yes/no ? <input type="text"/>
11.1.4	Guarantee for Advance Payment	Provided by the contractor	yes/no ? <input type="text"/>
	(where the contractor requests the employer to pay an advance for materials and goods)		
	Purpose <input type="text"/>	Currency <input type="text"/>	Amount <input type="text"/>
11.4	Guarantee for Payment	Provided by the employer	yes/no ? <input type="text"/>
		Currency <input type="text"/>	Amount <input type="text"/>

19.0 Contractor's holiday periods during the construction period ?

Contractor's annual holiday period - year 1	from ... <input type="text"/>	until <input type="text"/>
Contractor's 'other' holiday period - year 1	from ... <input type="text"/>	until <input type="text"/>
Contractor's annual holiday period - year 2	from ... <input type="text"/>	until <input type="text"/>
Contractor's 'other' holiday period - year 2	from ... <input type="text"/>	until <input type="text"/>
Contractor's annual holiday period - year 3	from ... <input type="text"/>	until <input type="text"/>
Contractor's 'other' holiday period - year 3	from ... <input type="text"/>	until <input type="text"/>

NOTE: If insufficient space, please see annexure:-

26.0 Payment / Adjustment of Preliminaries

Payment of preliminaries

- Option A Assessed by **principal agent**, an amount pro rated to the value of the **works** executed in the same ratio as the **preliminaries** to the **contract sum**, (including **tax**); shall exclude the amount of **preliminaries**, all contingency sum(s) and any allowance for CPAP

Or ...

Or ...

- Option B An amount agreed by the **principal agent** and the **contractor** in terms of the **Bills of Quantities** or the **priced document** to identify an initial establishment charge / a monthly charge / and a final disestablishment charge

Where the **contractor** does not indicate option 'A' or option 'B' - option 'A' shall apply

Adjustment of preliminaries [26.9.4]

- Option A For the adjustment of **preliminaries** both the **contract sum** and the **contract value** (including **tax**) shall exclude the amount of **preliminaries**, all contingency sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied

- An amount varied in proportion to the **contract value** as compared to the **contract sum**

- An amount varied in proportion to the **construction period** as compared to the initial **construction period** (excluding revisions to the **construction period** to which the **contractor** is not entitled) to adjustment of the **contract value** in terms of the **agreement**

The **contractor** shall provide a breakdown of charges (including **tax**) within 15 **working days** of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section

Where such information is not provided the following subdivision shall be deemed to apply:

- 10% of the amount shall not be varied

- 15% varied in proportion of the **contract value** to the **contract sum**

- 75% varied in proportion to the revised **construction period** compared to the initial **construction period** ...

Or ...

Or ...

- Option B The **contractor** shall within 15 **working days** of the date of possession of the **site** provide the **principal agent** with a detailed breakdown of **preliminaries** amounts for the **works** as a whole, or per **section** where applicable, including administrative and supervisory staff charges and for the use of **construction equipment** in terms of the **programme**.

Where the **contractor** does not indicate option 'A' or option 'B' - option 'A' shall apply

Notes

- By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and remedy any **defects** in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed
- The tender shall remain in full legal force for forty five (45) **calendar days** from the closing date of the tender. The tenderer accepts liability for **damages** that may be suffered by the **employer** should the tender validity period not be honoured
- The lowest or any offer will not necessarily be accepted by the **employer** - nor need reasons be given for such a decision
- Any provision in this agreement that may confer any benefit or right in favour of any **subcontractor** shall be binding on the **parties** and be capable of acceptance by such **subcontractor** at any time
- Annexures ... marked

A	
B	
C	

TENDER SUM COMPILATION

Tenderer's work excluding tax	Currency	amount
	<input type="text"/>	<input type="text"/>
Tax ... at percentage	<input type="text"/>	amount
	<input type="text"/>	<input type="text"/>
Total TENDER SUM inclusive of tax	<input type="text"/>	amount
	<input type="text"/>	<input type="text"/>

Tender sum in words

(print) TENDERER Capacity who, by its SIGNATURE warrants authority thereto Date Location

WITNESS print name Capacity SIGNATURE Date Location

TENDERER'S DETAILS

Name	<input type="text"/>		
Business-eg: public company	<input type="text"/>		
Business registration number	<input type="text"/>	VAT/GST	<input type="text"/>
Contact person	<input type="text"/>	Mobile	<input type="text"/>
E-mail	<input type="text"/>		
Registered street address	<input type="text"/>		
Postal address	<input type="text"/>	Code	<input type="text"/>
Telephone	<input type="text"/>	Fax	<input type="text"/>

DATABASE REGISTRATION

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

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

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

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



		FOR OFFICE USE			
PBN					
FIN YEAR					

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				/		/				/									
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(Attach certificate)

Fill in the white blocks only where particulars have changed.

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

Business details (As per SARS tax clearance when applicable)

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

Business Profile (List all Partners, Proprietors and Shareholders)

Name	ID Number	% Owned	M/F	HDI (Y/N)	D/ABLED (Y/N)

Name	ID Number	% Owned	M/F	HDI (Y/N)	D/ABLED (Y/N)

Name	ID Number	% Owned	M/F	HDI (Y/N)	D/ABLED (Y/N)

Name	ID Number	% Owned	M/F	HDI (Y/N)	D/ABLED (Y/N)

Name	ID Number	% Owned	M/F	HDI (Y/N)	D/ABLED (Y/N)

Name	ID Number	% Owned	M/F	HDI (Y/N)	D/ABLED (Y/N)

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

Town of office nearest to Knysna

Postal Address[illegible]

Banking Details					

[illegible]

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

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

--	--

BEE info (Attach certificate)	
-------------------------------	--

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

Declaration

_____ acknowledge that:

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

Position _____

Name _____

Signature _____

Date _____

CHECKED BY: _____

FOR OFFICE USE ONLY

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

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1. Introduction

Purpose and Scope

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

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

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

2. Reference Documents

- Occupational Health and Safety Act. (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act. (Act No. 130 of 1993)
- Client Health and Safety Specification
- Construction Regulations 2015

3. Definitions

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

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

Means any work in connection with –

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

Identification and Risk Assessment and Risk Control

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

Site

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

The Act.

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

Hazards (as defined by OHSA)

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

Risk (OHSA)

Means the probability or likelihood that a injury will occur

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

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

An employer appointed by Client to perform construction work.

Hazardous Chemicals Substances (as defined by OHSA)

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

Construction Plant (TEM)

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

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

Means an employer who performs construction work

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

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

Health and Safety Program

Encompasses the PRINCIPAL CONTRACTOR / CONTRACTOR safety planning spreadsheet.

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

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

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

Health and Safety File (OHSA, Construction Regulations 2014)

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

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

4. Responsibilities

4.1. Notification of Intention to Commence Construction Work

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

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

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

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

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

4.3. Safety Officer Appointment

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

4.4. Risk Assessment Competent person

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

4.5. Health and Safety Plan

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

4.6. Health and Safety Representatives

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

Sect 17 (OHSA): 17 (1) : Every employer who has more than 20 employees shall appoint H&S Rep [1:50]

17 (6) : If an inspector is of the opinion that number of health and safety representatives for any workplace or

Section thereof, including a workplace or section with 20 or fewer employees, is inadequate, he may by

Notice in writing direct the employer to designate such number of employees as the inspector may determine

As health and safety representatives for that workplace or section thereof in accordance with the

arrangements and procedures referred to in subsection (2).

5. Objectives and Targets

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

6. Implementation of Occupational Health and Safety Specification

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

7. Application of the Occupational Health and Safety Specification

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

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

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

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

7.2. Occupational Health and Safety Policy

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

7.3. Hazard Identification Risk Assessment

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

The PRINCIPAL CONTRACTOR /CONTRACTOR must ensure that training forms part of the HIRA process and proof of training attendance is made available to KNYSNA MUNICIPALITY or the appointed representative upon request.

The PRINCIPAL CONTRACTOR /CONTRACTOR shall ensure that a HIRA team be established comprising members as follows, but not limited to:

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

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

7.4. Health and Safety Training

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

Training should include the following but is not limited to:

7.4.1. Induction Training

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

7.4.2. Awareness Training(Toolbox Talks)

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

7.4.3. Competency

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

Erection of scaffolding (if applicable)

7.4.4. First Aid and Health & Safety Rep. Training

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

7.5. General Record Keeping

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

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

7.5.1. General Inspection, Monitoring and Reporting

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

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

7.5.2. Internal Audits

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

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

7.6. Incentives

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

7.7. Penalties

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

7.8. Emergency Procedures

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

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

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

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

7.8.2. Accident and Incident Reporting and Investigating

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

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

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

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

7.9. Hazards and Potentially Hazardous Chemical Substances

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

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

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

7.10. Personal Protective Equipment/ Clothing

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

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

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

7.11. Safety Signage

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

7.12. Permits

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

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

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

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

7.13. Contractors and Suppliers

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

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

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

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

8. Occupational Health and Safety in Practice

8.1. Excavation

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

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

8.2. Demolition

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

to be followed in demolishing the structure is developed and provided to KNYSNA MUNICIPALITY or the appointed representative on request.

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

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

8.3. Stacking of Material and Housekeeping

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

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

8.4. Plant and Machinery

8.4.1. Construction Plant

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

8.4.2. Transportation of Personnel

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

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

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

8.4.3. Fire Equipment

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

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

8.4.4. Ladders and Ladder Work

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

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

8.4.5. General Machinery

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

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

8.4.6. Portable Electrical Tools/ Explosive Power Tools

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

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

8.4.7. Public Health and Safety

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

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

8.4.8. Night Work

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

8.4.9. Facilities for safe Keeping /eating areas

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

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

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

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

FUNCTIONALITY ASSESSMENT

Table Q1: Similar previous projects

Description of project	Contract Value ^(a) (Including Contingencies and VAT)	Contract Period (months) ^(b)	Average expenditure <small>(c = a / b)</small>	Employer details	Consultant details	Date Completed

Table Q2: Experience of the Contracts Manager

Title and brief description of projects	Contract Value ^(a) (Including Contingencies and VAT)	Contract Period (months) ^(b)	Average expenditure (c = a / b)	Employer details	Consultant details	Date Completed

Table Q4: Experience of the Site Agent

Title and brief description of projects	Contract Value ^(a) (Including Contingencies and VAT)	Contract Period (months) ^(b)	Average expenditure _(c=a/b)	Employer details	Consultant details	Date Completed

Table Q3/5: Information of Key staff proposed by the tenderer

The tenderer shall, submit the names of all the management staff that will be employed to supervise the Contract. Please attach CV's of the proposed key personnel.

1. Position	Responsible Project Director
Name	
Years of Experience	
Formal Qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by Tenderer (Y/N)	
Signature	
2. Position	Responsible Contracts Manager
Name	
Years of Experience	
Formal Qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by Tenderer (Y/N)	
Signature	
3. Position	Site Agent / Foreman
Name	
Years of Experience	
Formal Qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by Tenderer (Y/N)	
Signature	
4. Position	Team Leader / Supervisor
Name	
Years of Experience	
Formal Qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by Tenderer (Y/N)	

PGWC



DIRECTORATE: PROFESSIONAL AND PROJECT MANAGEMENT SERVICES
 Enquiries: Mr Brian Verwey
 Extension: 3961

The Chief Director: Human Settlement Implementation
 Mr R Rughubar

Housing Standards

March 2014

All new subsidized housing to comply with the following minimum standards;

- All new houses must be enrolled with the NHBRC & comply with the Home Builders Manual.
- All construction methods, materials & workmanship to comply with the relevant SABS/SANS Codes of Practice, SANS 10400 (including XA), NBR and the Technical & General Guidelines, Part 3 of the National Housing Code – this housing standards document must be seen as the Department's summary to the above.
- All second hand materials (no second-hand electrical items are allowed) shall be of an acceptable standard and must be approved by the Department / Local Authority.
- Patented building systems to have Agrément South Africa approval and accepted by the NHBRC. All other relevant standards in this document shall apply.
- All products must be installed / fixed strictly in accordance with the manufacturer's details / specifications.
- All plans to be approved by the Local Authority before construction commence.

House Design

- Minimum single storey house floor area shall be 40m² (outside dimensions).
- Minimum double storey house floor area shall be 43m², with a 21.5m² foot print.
- Minimum house floor area that caters for a wheel chair dependant disabled persons shall be 45m². Provision should be made for special housing needs for physical disabilities in terms of the subsidy allowance.
- Each house must have 2 bedrooms, a separate bathroom (including a shower or bath, hand basin & toilet) and a combined kitchen living area (including a sink).
- House to be orientated to allow for maximum northern sun (windows to face north) & doors to face away from north-westerly rain.
- Developers shall submit a site development plan to show the orientation of all houses including the position of the windows.

Strip footings

- Min 600mm x 200mm and 10 MPa concrete (unreinforced). Deviations to be certified by a registered structural engineer.
- Reinforced concrete to be specified by a registered structural engineer (min 25 Mpa).
- Internal 140mm load bearing walls to be provided with a 600mm x 200mm strip footing.
- Internal non-load bearing walls to be provided with a 450mm x 200mm strip footing or a slab thickening of the same size including steel mesh (ref.193) across the whole slab.
- Top of footing shall be min 200mm below NGL.
- Minimum of two [2] successful Dynamic Cone Penetrometer (DCP) tests per unit to be recorded by a trained operator. The maximum allowable displacement per blow is 15mm. If the test exceeds the limit, the foundation should be designed by a professional structural engineer who will accept responsibility. DCP gives misleading readings in gravel.
- When footings are stepped, the overlaps shall be twice the thickness of the concrete.

Raft foundations

- Must be designed and certified by a registered structural engineer for each house.
- The raft must be designed with a minimum 10mm rebate for the external wall to prevent water penetration onto the slab.
- Rafts must be finished with a steel float or power floated (if this cannot be achieved to the Department's satisfaction a 20mm screed must be provided).
- In loose soil conditions, appropriate shuttering to be provided and approved by the relevant engineer.

A handwritten signature in black ink, appearing to be 'R. Verwey', located at the bottom right of the page.

Foundation walls

- On a sloping site, where the foundation wall height of a 140mm wide wall exceeds 400mm (measured from GL to underside of slab), the wall shall be classified as a retaining wall and designed by a professional structural engineer.
- Foundation walls to be filled with mortar (min 3.5 Mpa) or as per engineers details.
- Each layer to have block force (2.8mm dia).
- Allow for a 600 mm x 75mm thick (10 Mpa) concrete apron, with movement joints not exceeding 6m, on 100mm thick G7 quality material, compacted to 90% Mod AASHTO, around the perimeter of the building.
- Appropriate storm water management measures to be in place for each house upon completion.

Floor Slabs

- Floor slabs (unreinforced) shall be a min of 75mm thick and of 10 Mpa concrete.
- Floor slabs must be finished with a steel float or power floated (if this cannot be achieved to the Department's satisfaction a 20mm screed must be provided).
- On flat and gently sloping sites, the floor slab level shall be a min of 200mm above the lowest top of kerb on the property.
- Control joints to be provided wherever the slab exceeds 6 linear meters.
- a DPC membrane of 250 micron must be laid on a 50mm sand bed under the slab or raft with 150mm overlaps and all joints sealed.
- The maximum height of fill beneath floor slabs measured at the lowest point shall not exceed 400mm unless certified by a Competent Person. Fill shall be moistened prior to compaction so that a handful squeezed in the hand is firm, but does not show signs of moisture. Fill shall be placed in uncompact layers not exceeding 100mm in respect of hand compaction or 150mm in respect of compaction by mechanical means. Each uncompact layer shall be well compacted before additional fill material is added. Compaction shall be such that in excess of 3 blows of a dynamic cone penetrometer are required to penetrate 100mm of fill.
- If the difference in levels at entrance door, between floor slab and natural ground exceeds 200mm then steps needs to be provided on a 150mm thick footing.

External Walls

- Single storey: minimum of 140mm wide hollow block walls with 3.5 MPa strength is required, double storey; minimum of 7Mpa at lower level is required.
- Blocks shall be of a good standard with a high water resistance.
- Contractors shall provide the Department and Local Authority with certification on the above.
- Mortar joints shall be shell-bedded and not raked.
- 375 micron embossed DPC membrane to be placed under all walls.
- Brick force (for brick walls) / block force (for block walls), wire of 2.8mm dia, shall be placed in every course up to plinth level and then in every 3rd course to roof level (including gable walls). Every course above windows & doors openings to receive brick / block force.
- All openings less than 400mm to have reinforced block work over openings.
- Prestressed lintels or U-blocks with 2 Y10 steel bars over openings between 400 and 3000mm. (If Clisco type windows and door frames with a span of up to 800mm is used no lintels or lintel blocks are required)
- Mortar mix to be 1 volume cement x 1 volume unhydrated lime x 6 volumes of sand.
- External walls to be plastered on both sides (min. 12mm thick). External wall to be plastered to 100mm below ground level with a V-joint at floor level. If plinth walls are not plastered it must be bagged and treated with a waterproof paint to a minimum of 100mm under ground level.
- Control joints to be placed in all walls exceeding 6 meter in length and at all external doors upwards (not in the gable). Joints to receive and be pointed with an appropriate filler and sealant.
- Shared walls to be min 190mm block walls with openings filled with mortar or sand.
- Block work on both sides of the external doorframe to receive a Y10 steel bar and the blocks filled with concrete.

Multi-Level Housing

- All suspended floor systems to be engineer designed.
- Stairs: risers to be maximum 200mm high, treads to be minimum 250mm wide.
- Winders: treads to be minimum 250mm wide in centre of the tread.
- Handrails to be 1m high with openings not to allow a 100mm dia ball through.
- Wooden staircases to be PAR.



Internal Walls

- Minimum of 90mm wide hollow block walls with 3.5 MPa strength are required.
- Internal walls shall be bound to the external wall with 1.2mm thick hoop iron (minimum length 700mm) every 2nd course and the joints pointed.
- Internal wall to have brick / block force at every 3rd course (2.8mm dia).
- All internal walls to be plastered (min. 12mm thick) on all surfaces.

Plumbing & Drainage

- Water pipes to be 15mm polycop laid at a minimum depth of 450mm with a single stopcock.
- All soil drain pipes (110mm ø) to have a minimum fall of 1: 60 with minimum cover of 450mm with a vented, closed gully, all waste pipes to be 40mm external diameter.
- Rodding eyes to be installed at max distances (as prescribed in SANS/SABS), change of direction or fall.
- Shower trays to have elevated floor walls and standard trap with trap stop to facilitate washing of clothes, to be screeded / plastered and sealed (properly waterproofed with an approved sealer/tiles) up to 1.8m. Shower rose to be attached to an approved back plate.
- Sink to be stainless steel (no troughs will be allowed) on a 25mm x 25mm x 2mm sq. tubing painted frame.
- Toilet pan and hand wash basin to be porcelain.
- Sinks, basins and baths to be silicone pointed.
- Appropriate devices such as water conserving taps, low flow rate shower-heads and low-volume or dual flush toilet cisterns (standard flush of 4,5 litres) to be installed.
- All taps if fixed to the wall to be attached to an approved back plate (100mm x 100mm x 2mm galvanised steel).
- An appropriate access panel need to be installed to service the bath plumbing.
- All waste pipes to be accessible for cleaning purposes.
- All plumbing and drainage to conform to SANS/SABS and Local Authority standards.

Windows

- Window light area shall be a min of 10% of the floor area per room.
- Window opening area shall be a min of 5% of the floor area per room.
- Glass panes shall be in accordance with SANS/SABS 0137-2000 Code of Practice.
- Window frames shall be from a reputable manufacturer and of a standard approved by the Department.
- Wooden frames shall be of hard wood and approved by the Department before commencement of the works.
- All window frames to be externally pointed all-round with a waterproofing agent (silicone)
- In the Southern Cape Coastal Condensation Area (SCCCA) steel window frames must be hot dipped galvanised (according to SANS/SABS 934 – CLASS Z250)
- CLISCO type window frames to have a 1,00 mm pre-galvanised double rebate pressed surround metal frame. Ventilators, mullions and glazed bars to be 3mm thick, hot rolled sections. (in SCCCA to be galvanised according to SANS/SABS 934 – class Z250)
- All windows must conform to the Mechanical Performance Criteria of SANS 613.

External Doors

- Hardwood doorframes dimensions shall be at least 50mm x 75mm complete with a cill.
- Metal door frames to be 1.0 mm thick rebated, pressed steel surround frame complete with a cill (a precast concrete cill can be used). In SCCCA doorframes to be galvanised according to SANS/SABS 934 – class Z250.
- Doors shall be of an approved hardwood, framed, ledged, braced, battened door or with a closed back, CLASS 1, External Use (may be directly exposed to weather once sealed), MEDIUM DUTY, presenting the SABS/SANS 545 mark, 40mm thickness, sealed on all 6 sides with 3 coats of a reputable water based sealant, with a 3 lever lock set.
- All houses must have 2 external doors.
- External doors to be fitted with a properly sealed weather board (70mmx40mm).

Internal Doors

- Internal doors to be hollow core Masonite clad.
- Doors to be supplied with 2 lever lock set.
- Doors to be painted all-round.

Ceilings

- All houses must have a 6.4mm gypsum plaster board or 4mm f/c board ceiling and 130mm glass wool or polyester (@ 10kg/m³) insulation (nailed to 38mm x 50mm branderling @ 450mm c/c) laid to manufactures specifications, finished with matching cover strips and cornices. Other ceiling systems to be approved by the Department/Local Authority.



- Accessible roof spaces to receive a 600mm x 600mm trap door.
- Ceiling and trap door fixing detail to be indicated on house drawing.

Roof structure

- The structure shall be approved by a Registered Structural Engineer or an accredited factory design system.
- Purlins or beams must have a minimum width of 50mm to accommodate the roof nail.
- All roofs to have fascia and bargeboards (wood: 225mm x 22mm or f/c: 225mm x 12mm).
- Where bargeboards capping are used it must span at least 2 roof sheet ridges.
- The roof structure must be anchored to the structure with 2 strands of galvanised wire (min 4mm dia) or galvanised hoop irons 1.2mm thick directly under roof trusses or beams and anchored at least 600mm deep in the walls, including load bearing internal walls.
- The minimum floor to ceiling height must be 2 400mm.
- External ends of purlin beams to be treated with cabolinium.
- An A19 Roof Certificate to be issued for every house on completion.

Roof Sheets

- All roof sheets to be asbestos free.
- Galvanised steel roof sheets must comply with SANS/SABS 934 and be of Class Z275 galvanising in the SCCCA and of Class Z200 for inland regions.
- Zinalume 0.5 TCT min 150g/m² (AZ150) 550Mpa roof sheets are acceptable.
- The roof sheets must be laid according to manufacturer's details.
- Minimum pitch of roofs must be 6° (manufacturer's specifications prevail).
- Roof must have a minimum overhang of 150mm and a maximum of 300mm on all sides.


External Paint Finish

- External walls shall be painted with an Agrément Certified external coating system.
- Wooden doors and window frames must be treated with a paint sealant or varnished before installation (2 coats).
- Mild steel window & door frames (outside SCCCA) must be treated with an approved anti-corrosive application (anti-corrosive primer), undercoat and final gloss enamel.

Electrical

- Each house to receive standard basic electrical installation comprising a pre-paid meter with a distribution board, lights and plugs to all living areas.
- No chasing is allowed into block work.
- The electrical installation must comply with SANS/SABS 0142 (the code of practice for the wiring of premises) and the relevant municipal by-laws standards.

Approved / ~~Not Approved~~



CHIEF DIRECTOR: HUMAN SETTLEMENT IMPLEMENTATION

Date: 12 MAR 2014

18. ATTACHMENTS

The required attachments must be attached hereto for submission with the tender document:

1. Tax Clearance Certificate
2. B-BBEE Certificate
3. Proof of registration at CIDB
4. Municipal Account (not older than 3 months)
5. Contractor's CV
6. Documentation supporting functionality criteria