# TENDER DOCUMENT

## TENDER NO
T49/2019/20

## TENDER DESCRIPTION
CONSTRUCTION OF FIRST FLOOR CONCRETE SLABS AND STAIRS TO 6 SEMI-DETACHED DOUBLE STOREY LOW INCOME HOUSES IN HLALANI, KNYSNA

## CLOSING TIME
12H00

## CLOSING DATE
25 MARCH 2020

**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
4. It be noted that this is a state funded initiative, guided by the provisions of the National Housing Code

## Name of Bidder:

## Tendered Amount:

## B-BBEE Status Level of Contributor:

## Preference Points Claimed:

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

## Prepared and Issued by:
Directorate: Integrated Human Settlement Section
Knysna Municipality
PO Box 21. KNYSNA, 6570

For technical enquiries, contact: Mr. L Petuna at tel. no 044 302 6580, email: lpetuna@knysna.gov.za
PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

2. Tender Notice and Invitation to Tender

3. Authority to Sign a Bid

4. General Conditions of Contract

5. MBD 2 – Tax Clearance Certificate Requirements

6. MBD 4 – Declaration of Interest

7. MBD 6.1 – Procurement Regulations 2017 – Purchases / Services

8. MBD 6.2 – Local Production and Content

9. MBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices

10. MBD 9 – Certificate of Independent Bid Determination

11. MBD 15 – Certificate of Payment of Municipal Services

PART B – SPECIFICATIONS AND PRICING SCHEDULE

12. Special Conditions and Specifications

12.1 Functionality

12.2 Specifications

13. Pricing instruction and Bills of Quantities

14. MBD 7.1 – Contract Form – Purchase of Goods

15. Declaration of Tenderer

16. Form of Offer and Acceptance

17. Annexures (A –H)

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

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

**NAME (PRINT)**

**CAPACITY**

**DATE**

**NAME OF FIRM**

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**KNYSNA MUNICIPALITY**

**TENDER NOTICE AND INVITATION TO BID**

**DETAILS OF TENDERER**

**NAME OF BIDDER:**

**TRADING AS**

(if different from above):

**STREET ADDRESS:**

City/Town  | Code
<table>
<thead>
<tr>
<th>POSTAL ADDRESS:</th>
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<tbody>
<tr>
<td>City/Town</td>
<td>Code</td>
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<tr>
<th>CONTACT PERSON:</th>
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| ENTERPRISE REGISTRATION NUMBER: | CIDB CRS NUMBER: | N/A |
| TCS PIN | FACSIMILE NUMBER: | |

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<tr>
<th>E-MAIL ADDRESS:</th>
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| TELEPHONE NUMBER: | CELLPHONE NUMBER: | |

| HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED? | YES | NO |
| HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) | YES | NO |
| HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15) | YES | NO |

**DECLARATION**

I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.

| NAME (PRINT) | SIGNATURE |
| CAPACITY | DATE |
## 2. TENDER NOTICE AND INVITATION TO TENDER

<table>
<thead>
<tr>
<th>KNYSNA MUNICIPALITY</th>
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<tbody>
<tr>
<td><strong>TENDER NO: T 49/2019/20: CONSTRUCTION OF FIRST FLOOR CONCRETE SLABS AND STAIRS TO 6 SEMI-DETACHED DOUBLE STOREY LOW INCOME HOUSES IN HLALANI, KNYSNA</strong></td>
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Knysna Municipality hereby invites tenders for the construction of first floor concrete slabs and stairs to 6 semi-detached double storey low income houses in Hlalani, Knysna.

Tender Documents are available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Information centre – Supply Chain Management – Tenders).

Alternatively, a non-refundable deposit of **R 290.00** payable by cheque made out in favour of Knysna Municipality is required on collection of the tender documents.

Technical enquiries relating to the tender documents may be addressed to: Mr L Petuna, Tel No. 044-302 6580, email: lpetuna@knysna.gov.za

A compulsory clarification meeting will be held on **Tuesday, 10 March 2020 at 10h00** in the Council Chamber (1st Floor), Main Building, 5 Clyde Street, Knysna.

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

The closing time for submission of bids is **12h00 on Wednesday, 25 March 2020**. Bids must be sealed in an envelope clearly marked with the bid number and title given above and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, on or before the mentioned time and latest date. Telephonic, facsimile, e-mail and late bids will not be accepted. Bids must remain valid for a period of ninety (90) days after the closing date of the bid. Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.

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 bids are subject to local content and production. Minimum Stipulated Local Content Designation for Steel products and Components for Construction is 100%.

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of **30 out of 40** points for functionality in order to be evaluated further. The functionality criteria and weighting is set out in the tender document.

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

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

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

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

It is estimated that tenderers must have a CIDB contractor designation of **2 GB/CE** or higher.
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:

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<th>Full name of partner</th>
<th>Signature</th>
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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.

<table>
<thead>
<tr>
<th>Full name of Consortium Member</th>
<th>Role of Consortium Member</th>
<th>% Participation</th>
<th>Signature</th>
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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.

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 GCC.

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 provider’s 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.

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1 The 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 of 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:
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
in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser
to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and
specifications of the spare parts, if requested.

15. WARRANTY
15.1 The 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.

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.

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.

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.

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.

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.

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.

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.

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
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.

### 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.

### 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 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.

### 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.
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

KNYSNA MUNICIPALITY
DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1. Full Name of bidder or his / her representative:

3.2. Identity number:

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

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

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

3.8.1. If yes, furnish particulars.

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

3.9.1. If so, furnish particulars.

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

3.10.1. If so, state particulars.
3.11. Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?  

<table>
<thead>
<tr>
<th>YES / NO</th>
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</thead>
</table>

3.11.1. If so, state particulars.

3.12. Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state?  

<table>
<thead>
<tr>
<th>YES / NO</th>
</tr>
</thead>
</table>

3.12.1. If so, state particulars.

3.13. Is any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?  

<table>
<thead>
<tr>
<th>YES / NO</th>
</tr>
</thead>
</table>

3.13.1. If so, furnish particulars.

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  

<table>
<thead>
<tr>
<th>YES / NO</th>
</tr>
</thead>
</table>

3.14.1. If so, furnish particulars.

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

Completing the following information is compulsory:

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Individual Tax Number for each Director</th>
<th>State Employee Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification

I certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME OF ENTERPRISE

CAPACITY

DATE

NAME (PRINT) SIGNATURE

¹MSCM Regulations: “in the service of the state” means to be -

a) a member of –
   i) any municipal council;
   ii) any provincial legislature; or
   iii) the National Assembly or the National Council of Provinces;

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

c) an official of any municipality or municipal entity;

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

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

f) an employee of Parliament or a provincial legislature.

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

MBD 6.1

KNYSNA MUNICIPALITY
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

**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. The value of this bid is estimated to not exceed **R50 000 000** (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:
   - Price; and
   - B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

1.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.3. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

1.4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

1.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

1.6. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

1.7. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

1.8. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

1.9. **“EME”** means any enterprise with annual total revenue of R5 million or less;
1.10. “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.11. “Functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

1.12. “non-firm prices” means all prices other than “firm” prices;

1.13. “person” includes a juristic person;

1.14. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

1.15. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

1.16. “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

1.17. “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.18. “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. ADJUDICATION USING A POINT SYSTEM

2.1. The bidder obtaining the highest number of total points will be awarded the contract.

2.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

2.3. Points scored must be rounded off to the nearest 2 decimal places.

2.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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:

\[
P_{s} = 80 \left( 1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_{s} = 90 \left( 1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

- \( P_{s} \) = Points scored for comparative price of bid under consideration
- \( P_{t} \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

4. Points awarded for B-BBEE Status Level of Contribution
4.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

4.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

4.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

4.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

6.1. B-BBEE Status Level of Contribution: Points Claimed (maximum of 10 or 20 points)

6.2. Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? Indicate YES / NO

7.2. If yes, indicate:

(i) What percentage of the contract will be subcontracted? %

(ii) The name of the sub-contractor?
### 8. Designated Group: An EME or QSE which is at least 51% owned by:

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

OR

- Any EME
- Any QSE

### 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1. Name of firm

9.2. VAT registration number

9.3. Company registration number:

9.4. **Type Of Company/ Firm**

   [Tick Applicable Box]

   - Partnership/Joint Venture / Consortium
   - One person business/sole propriety
   - Close corporation
   - Ltd Company
   - (Pty) Limited

9.5. Describe Principal Business Activities

9.6. **Company Classification**

   [Tick Applicable Box]

   - Manufacturer
   - Supplier
   - Professional service provider
   - Other service providers, e.g. transporter, etc.

9.7. Municipal Information

   Municipality where business is situated : 

   Registered Account Number:

   Stand Number:

9.8. Total number of years the enterprise has been in business?

### 10. DECLARATION

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —

a) disqualify the person from the bidding process;
b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

<table>
<thead>
<tr>
<th>NAME OF ENTERPRISE</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPACITY</td>
<td></td>
<td></td>
<td>DATE</td>
</tr>
<tr>
<td>NAME (PRINT)</td>
<td></td>
<td></td>
<td>SIGNATURE</td>
</tr>
<tr>
<td>WITNESS 1</td>
<td></td>
<td></td>
<td>WITNESS 2</td>
</tr>
</tbody>
</table>
This Municipal Bidding Document (MBD) 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 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.

1.4. 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.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- \(x\) is the imported content in Rand
- \(y\) is the bid price in Rand 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 of advertisement of the bid as indicated in paragraph 4.1 below.


1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:
Description of services, works or goods

Stipulated minimum threshold

3. Does any portion of the goods or services offered have any imported content?
   
   (Tick applicable box)

   YES    NO

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement 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 (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

1 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.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful
bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
   (i) 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 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the
    formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in
    paragraph 4.1 above and the information contained in Declaration D and E which has
    been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula
given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1
above and the information contained in Declaration D and E.

(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 1286:2011.

(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 1286:2011, may
    result in the Procurement Authority / Institution imposing any or all of the remedies as
    provided for in Regulation 14 of the Preferential Procurement Regulations, 2017
    promulgated under the Preferential Policy Framework Act (PPFPA), 2000 (Act No. 5
    of 2000).

SIGNATURE: ______________________ DATE: __________

WITNESS No. 1 ______________________ DATE: __________

WITNESS No. 2 ______________________ DATE: __________
**KNYSNA MUNICIPALITY**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document 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.

2. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   2.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
   2.2. been convicted for fraud or corruption during the past five years;
   2.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   2.4. 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).

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

   3.1. Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).
   
   Yes / No

   3.2. If so, furnish particulars:

   3.3. 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)?
   
   The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.
   
   Yes / No

   3.4. If so, furnish particulars:

   3.5. 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

   3.6. If so, furnish particulars:

   3.7. 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

   3.8. If so, furnish particulars:

   3.9. 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

   3.10. If so, furnish particulars:

4. **CERTIFICATION**

I, 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.

<table>
<thead>
<tr>
<th>NAME OF ENTERPRISE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPACITY</td>
<td>DATE</td>
</tr>
</tbody>
</table>

24
<table>
<thead>
<tr>
<th>NAME (PRINT)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS 1</td>
<td>WITNESS 2</td>
</tr>
</tbody>
</table>
1. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

2. 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.

3. This Municipal Bidding Document 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.

4. In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

<table>
<thead>
<tr>
<th>CERTIFICATE OF INDEPENDENT BID DETERMINATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, in submitting the accompanying bid:</td>
</tr>
<tr>
<td>Bid Number: 49/2019/20</td>
</tr>
<tr>
<td>Description: CONSTRUCTION OF FIRST FLOOR CONCRETE SLABS AND STAIRS TO 6 SEMI-DETACHED DOUBLE STOREY LOW INCOME HOUSES IN HLALANI, KNYSNA</td>
</tr>
<tr>
<td>in response to the invitation for the bid ISSUED by the Knysna Municipality, do hereby make the following statements that I certify to be true and complete in every respect:</td>
</tr>
<tr>
<td>certify, on behalf of (Name of Bidder):</td>
</tr>
<tr>
<td>That:</td>
</tr>
<tr>
<td>1. I have read and I understand the contents of this Certificate;</td>
</tr>
<tr>
<td>2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;</td>
</tr>
<tr>
<td>3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;</td>
</tr>
<tr>
<td>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;</td>
</tr>
<tr>
<td>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:</td>
</tr>
<tr>
<td>(a) has been requested to submit a bid in response to this bid invitation;</td>
</tr>
<tr>
<td>(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and</td>
</tr>
<tr>
<td>(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder</td>
</tr>
<tr>
<td>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 consortium will not be construed as collusive bidding.</td>
</tr>
<tr>
<td>7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</td>
</tr>
<tr>
<td>a) prices;</td>
</tr>
<tr>
<td>b) geographical area where product or service will be rendered (market allocation)</td>
</tr>
<tr>
<td>c) methods, factors or formulas used to calculate prices;</td>
</tr>
<tr>
<td>d) the intention or decision to submit or not to submit, a bid;</td>
</tr>
<tr>
<td>e) the submission of a bid which does not meet the specifications and conditions of the bid; or</td>
</tr>
</tbody>
</table>
f) bidding with the intention not to win the bid.

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

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

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

<table>
<thead>
<tr>
<th>Name (Print)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

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

3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
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 consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE

NAME (PRINT)

CAPACITY

DATE

NAME OF FIRM
NAME OF THE BIDDER: ____________________________

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

<table>
<thead>
<tr>
<th>Director / Shareholder / partner</th>
<th>Physical address of the Business</th>
<th>Municipal Account number(s)</th>
<th>Physical residential address of the Director / shareholder / partner</th>
<th>Municipal Account number(s)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
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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)

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>NAME (PRINT):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CAPACITY:</th>
<th>NAME OF FIRM:</th>
</tr>
</thead>
</table>

For office use (comments):
Functionality Assessment

All bids will be evaluated in TWO STAGES. Each responsive technical submission will be given a total score out of 40. A proposal will be considered unsuitable at this stage if it scores less than 30 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.

Bidders who do not submit the required supporting evidence will not be eligible to claim functionality points.

Tenderers are to complete the Functionality Assessment (see page 36 – 38) plus Annexures B and C.

Tender Briefing Meeting

A compulsory tender briefing meeting shall be held on Tuesday 10 March 2020 at 10h00, at the Committee Room, Main Building, 5 Clyde Street, Knysna.

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

Contract Agreement– GCC 2015

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

Occupational Health and Safety

The contractor’s attention is drawn to the provisions of Regulation 4 of the Construction Regulations 2017 issued in terms of the Occupational Health and Safety Act, 1993. 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 Health and Safety specifications

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

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 30 out of 40 points will be considered as non-responsive. Evaluation criteria and weight:

   Stage 2: Price and B-BEEE in terms of procurement regulations 2017. The rankings of the contractors will be determined by the highest number of total points (refer MD 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-BEEE) Status Level of Contribution.

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

2. **PRE-QUALIFICATION: FUNCTIONALITY**

   To minimize risk, functionality will be scored but the scores will not be added to the Price and B-BEEE final points. Points will be awarded according to criteria below. A minimum functionality score of 30 out of 40 is required in order to move to the next stage where the tenderer will be evaluated on Price and B-BEEE for consideration under the contract.

   \[ N_0 = (Q_1 + Q_2 + Q_3) \]

   where

   - \( N_0 \) is the total number of tender evaluation points awarded for the functionality (max 40);
   - \( Q_1 \) is the points scored for tenderer’s experience on similar previous projects (max 10);
   - \( Q_2 \) is the points scored for the experience of the Contracts Manager (max 10);
   - \( Q_3 \) is the points scored for the experience of the Site Agent (max 10);
   - \( Q_4 \) is the points scored for the experience of the Site Foreman (max 10);

   **NOTE:**

   - Similar projects is defined as any project where the construction of first floor concrete (rib and block) slabs and stairs was part of the scope of works.
   - Similar Contract Value is defined as any project where the tender sum is equal to or greater than the tender sum for this project.
   - No dual responsibilities will be allowed, save responsibility by one nominated accountable person.

   Only projects that have been completed in the last five (5) years will be considered in the functionality.
Tenderer’s relevant experience on Similar previous projects \( Q_1 \):

Points will be scored for the Tenderer’s experience in successful completion of previous similar projects. Maximum 10 points will be scored for companies who have successfully completed two (2) or more similar previous projects. Five (5) 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 C.1.

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 \( Q_2 \):

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 2 projects defined as being similar previous projects with similar contract values (5 points per relevant project).

Tenderers must complete Schedule Q2 in Annexure C.2 to be eligible for scoring of the relevant points.

Experience of the Site Agent \( Q_3 \):

Points will be scored according to the experience of the proposed site agent. Maximum 10 points will be scored for a site agent who was involved in and has successfully completed a minimum of 2 projects defined as being similar previous projects with similar contract values (5 points per relevant project).

Tenderers must complete Schedule Q3 in Annexure C.3 to be eligible for scoring of the relevant points.
Experience of the Site Foreman (Q4):

Points will be scored according to the experience of the proposed site foreman. Maximum 10 points will be scored for a site foreman who was involved in and has successfully completed a minimum of 2 projects defined as being similar previous projects with similar contract values (5 points per relevant project).

Tenderers must complete Schedule Q4 in Annexure C.4 to be eligible for scoring of the relevant points.
Functionality Points Awarded:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Tenderer must complete</th>
<th>Points awarded by Employer</th>
</tr>
</thead>
</table>
| (Q1) | Tenderer’s relevant experience on Similar previous projects: (Maximum 10 points)  
1 project = 5 points  
2 or more projects = 10 points | | |
| (Q2) | Experience of the Contracts Manager on similar previous projects: (Maximum 10 points)  
1 project = 5 points  
2 or more projects = 10 points | | |
| (Q3) | Experience of the Site Agent on similar previous projects: (Maximum 10 points)  
1 project = 5 points  
2 or more projects = 10 points | | |
| (Q4) | Experience of the Site Foreman on similar previous projects: (Maximum 10 points)  
1 project = 5 points  
2 or more projects = 10 points | | |
|      | **Total points awarded out of 40** | | |

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.
13.2.1 SCOPE OF WORK:

The scope of works entails the construction (labour and materials) of first floor concrete slab and stairs to 6 Double Storey Semi-Detached low income houses in Hlalani, Knysna measuring approx. 48m² each and built on existing raft foundation slabs and existing block work (done by others). Refer to Annexure G.

13.2.2 DRAWINGS

The following drawings are available for tendering purposes: (refer to Annexure H)

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>272-T-01</td>
<td>Locality Plan</td>
</tr>
<tr>
<td>272-T-02</td>
<td>1st Floor Reinforcement Detail</td>
</tr>
<tr>
<td>272-T-03</td>
<td>Staircase Details</td>
</tr>
<tr>
<td>272-T-04</td>
<td>Name Board Details</td>
</tr>
</tbody>
</table>

13.3.3 SPECIFICATION

All work is to conform to:
- Applicable SANS codes,
- General Conditions of Contract – National Treasury (Section 12)
- General Conditions of Contract 2015 3rd edition (Annexure E)

13.3.4 SITE INFORMATION

The slabs are located in close proximity to each other.

Tenderers are advised to acquaint themselves with the sites characteristics and conditions.

No additional payment will be considered due to access constraints to any site, unless, in the opinion of the Engineer, the use of conveyor belts and/or other practical means is not reasonably possible.
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. The Bills of Quantities, including specialist trades where applicable, has been drawn up in accordance with the 3Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised), 1999. 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. The items in these tender documents are to be read and priced in conjunction with and the descriptions regarded as amplified by The Model Preamble of Trades as recommended and published by the Association of South African Quantity Surveyors, 2008 edition. No claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained

8. The drawings listed in the Specifications (12.2.2), used for the setting up the Bills of Quantities, are provided in ANNEXURE H of the tender document. Further, the successful tenderer will be issues with a set of construction drawings at time of construction.

9. 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.

10. 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.
11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. For the purposes of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

<table>
<thead>
<tr>
<th>Word</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit</td>
<td>The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications</td>
</tr>
<tr>
<td>Quantity</td>
<td>The number of units of work for each item</td>
</tr>
<tr>
<td>Rate</td>
<td>The payment per unit of work at which the Tenderer tenders to do the work</td>
</tr>
<tr>
<td>Amount</td>
<td>The quantity of an item multiplied by the tendered rate of the (same) item</td>
</tr>
<tr>
<td>Sum</td>
<td>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</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>mm</td>
<td>millimetre</td>
</tr>
<tr>
<td>km</td>
<td>kilometre</td>
</tr>
<tr>
<td>m³</td>
<td>cubic meter</td>
</tr>
<tr>
<td>kg</td>
<td>kilogram</td>
</tr>
<tr>
<td>%</td>
<td>per cent</td>
</tr>
<tr>
<td>m</td>
<td>meter</td>
</tr>
<tr>
<td>m²</td>
<td>square meter</td>
</tr>
<tr>
<td>kW</td>
<td>kilowatt</td>
</tr>
<tr>
<td>t</td>
<td>ton (1 000 kg)</td>
</tr>
</tbody>
</table>
13.2 BILL OF QUANTITIES

Work to be executed has been measured and quantified in the following trades:

- TENDER SUMMARY (1 page)
- SECTION 1: PRELIMINARY AND GENERAL (2 pages)
- SECTION 2: REINFORCED CONCRETE SLAB AND STAIRS (1 page)
**TENDER SUMMARY PAGE**

**TENDER: T 49/2019/20**

CONSTRUCTION OF FIRST FLOOR CONCRETE SLABS AND STAIRS TO 6 SEMI-DETACHED DOUBLE STOREY LOW INCOME HOUSES IN HLALANI, KNYSNA

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRELIMINARY &amp; GENERAL</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>REINFORCED CONCRETE SLABS &amp; STAIRS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB-TOTAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ADD 10% CONTINGENCIES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB-TOTAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ADD 15% VAT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL AMOUNT CARRIED TO TENDER OFFER</td>
<td></td>
</tr>
</tbody>
</table>
## SECTION 1: PRELIMINARY & GENERAL

in accordance with project specification and SABS 1200A

### FIXED CHARGED ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT REFERS</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SANS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1200 A</td>
<td>8.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>8.3.1</td>
<td>Contractual Requirements</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>8.3.2</td>
<td>(a) Facilities for the Engineer</td>
<td>sum</td>
<td>1</td>
<td>N/R</td>
<td></td>
</tr>
<tr>
<td>1.1.2.1</td>
<td>8.3.2.1 (c)</td>
<td>(b) Nameboard</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>8.3.2.2</td>
<td>Establishment of facilities for the Contractor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1</td>
<td>8.3.2.2 (a)</td>
<td>(a) Offices and Storage</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.2</td>
<td>8.3.2.2 (e)</td>
<td>(e) Sanitary facilities</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.3</td>
<td>8.3.2.2 (j)</td>
<td>(j) Plant and Equipment</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>8.3.3</td>
<td>Other Fixed Charge Obligations (Tenderer to Specify)</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1</td>
<td></td>
<td></td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.2</td>
<td></td>
<td></td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.3</td>
<td></td>
<td></td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>8.3.4</td>
<td>Removal of Site Establishment</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SCHEDULED TIME-RELATED ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT REFERS</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td>8.4.1</td>
<td>Contractual Requirements</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.2</td>
<td>8.4.2.1</td>
<td>Operation &amp; Maintenance of Facilities for Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.2.1</td>
<td>8.4.2.1 (b)</td>
<td>(b) Cellular Telephone</td>
<td>p/sum</td>
<td>1</td>
<td>N/R</td>
<td></td>
</tr>
<tr>
<td>1.2.2.2</td>
<td>8.4.2.1 (c)</td>
<td>(c) Name boards</td>
<td>sum</td>
<td>1</td>
<td>N/R</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(d) Office (incl electrical supply)</td>
<td>sum</td>
<td>1</td>
<td>N/R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3</td>
<td>8.4.2.2</td>
<td>Operation &amp; Maintenance of Facilities for Contractor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3.1</td>
<td>8.4.2.2 (a)</td>
<td>(a) Offices and Storage</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3.2</td>
<td>8.4.2.2 (e)</td>
<td>(e) Sanitary facilities</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3.3</td>
<td>8.4.2.2 (j)</td>
<td>(j) Plant and Equipment</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.4</td>
<td>8.4.3</td>
<td>Supervision for the Duration of Construction</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.5</td>
<td>8.4.4</td>
<td>Company and Head Office Overheads</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.6</td>
<td>8.4.5</td>
<td>Other Time Related Obligations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.6.1</td>
<td></td>
<td>- Dealing with storm water, erosion protection and control</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.6.2</td>
<td>8.4.6</td>
<td>Compliance with Occupation Health and Safety Act 2017</td>
<td>sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| AMOUNT CARRIED FORWARD |
### SECTION 1 - PAGE 22

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT REFERS</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3</td>
<td>8.5</td>
<td>PROVISIONAL SUMS STATED BY THE ENGINEER</td>
<td>p/sum</td>
<td>1</td>
<td>2 000.00</td>
<td>R2 000.00</td>
</tr>
<tr>
<td>1.3.1</td>
<td></td>
<td>Allow provisional sum for additional testing of materials as instructed by the Engineer</td>
<td>%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.2</td>
<td></td>
<td>Monthly salary to be paid to the liaison officer for the duration of the contract</td>
<td>p/sum</td>
<td>1</td>
<td>R 15 000.00</td>
<td>R 15 000.00</td>
</tr>
<tr>
<td>1.3.2.1</td>
<td></td>
<td>Overheads, charges and Profit on Item 1.3.2</td>
<td>%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.3</td>
<td></td>
<td>Provision for delays that could be incurred by the Contractor in terms of Clause 5.10 in the GCC 2015 2nd edition, to include fixed charge items and time related items (e.g. community issues)</td>
<td>day</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>8.6</td>
<td>PRIME COST ITEMS</td>
<td>p/sum</td>
<td>1</td>
<td></td>
<td>R5 000.00</td>
</tr>
<tr>
<td>1.4.1</td>
<td></td>
<td>Provisional sum for Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.2</td>
<td></td>
<td>Overheads, charges and Profit on Item 1.4.1</td>
<td>%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>8.7</td>
<td>DAYWORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1</td>
<td></td>
<td>Labour:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1.1</td>
<td></td>
<td>(a) Unskilled</td>
<td>hour</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1.2</td>
<td></td>
<td>(b) Semi-skilled</td>
<td>hour</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1.3</td>
<td></td>
<td>(c) Skilled</td>
<td>hour</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.2</td>
<td></td>
<td>Plant:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.2.1</td>
<td></td>
<td>(a) Back actor (200 - 240 kW)</td>
<td>hour</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.2.2</td>
<td></td>
<td>(b) Front End Loader (1.9 - 2.4 m³)</td>
<td>hour</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.2.3</td>
<td></td>
<td>(c) Tipper Truck (10 m³)</td>
<td>hour</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>8.8</td>
<td>TEMPORARY WORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.1</td>
<td></td>
<td>Excavate by hand where ordered by the engineer to expose and record existing services</td>
<td>m³</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AMOUNT CARRIED TO SECTION 1 OF SUMMARY PAGE**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT REFERS</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td></td>
<td><strong>SECTION 2: 1st floor slab and stairs</strong> (rib and block)</td>
<td>No.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction of first floor slab and stairs (semi-attached double storey housing units) according to the dimensions and specifications as detailed and specified in drawing no, 272-T-02 and 272-T-03, including all materials, labour and certificates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td></td>
<td>Provision for handrails to the staircases</td>
<td>P/SUM</td>
<td>1</td>
<td></td>
<td>R36 000.00</td>
</tr>
<tr>
<td>2.2.1</td>
<td></td>
<td>Overheads, charges and Profit on Item 2.2</td>
<td>%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**

Unit item 2.1 shall include the removal and disposal of all building rubble on completion to an approved site to be identified by the Contractor.

**AMOUNT CARRIED TO SECTION 2 OF SUMMARY PAGE**
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 purchaser 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 T20/2018/19 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 person regarding this or any other bid.
6. I confirm that I am duty authorised to sign this contract.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>NAME (PRINT):</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPACITY:</td>
<td>DATE</td>
</tr>
<tr>
<td>NAME OF FIRM:</td>
<td></td>
</tr>
<tr>
<td>WITNESS 1:</td>
<td>WITNESS 2:</td>
</tr>
<tr>
<td>DATE:</td>
<td>DATE</td>
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</tbody>
</table>
**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.

<table>
<thead>
<tr>
<th>TO BE COMPLETED BY THE KNYSNA MUNICIPALITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>NAME (PRINT)</td>
</tr>
<tr>
<td>WITNESS 1</td>
</tr>
<tr>
<td>WITNESS 2</td>
</tr>
</tbody>
</table>
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 domicilliumditandi 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.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>NAME (PRINT):</th>
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<tbody>
<tr>
<td>CAPACITY:</td>
<td>DATE</td>
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<tr>
<td>NAME OF FIRM</td>
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<tr>
<td>WITNESS 1</td>
<td>WITNESS 2</td>
</tr>
<tr>
<td>DATE</td>
<td>DATE</td>
</tr>
</tbody>
</table>
Tender No: T 49/2019/20

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 49/2019/20: CONSTRUCTION OF FIRST FLOOR CONCRETE SLABS AND STAIRS TO 6 SEMI-DETACHED DOUBLE STOREY LOW INCOME HOUSES IN HLALANI, 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.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>NAME (PRINT):</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPACITY:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>

For the tenderer
( Name and address of organization)

______________________________________________________________
______________________________________________________________

<table>
<thead>
<tr>
<th>SIGNATURE OF WITNESS:</th>
<th>NAME (PRINT):</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td></td>
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</tbody>
</table>
Acceptance

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

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

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

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

SIGNATURE: ________________________________  NAME (PRINT): ________________________________
CAPACITY: ________________________________  DATE: ________________________________

for the Employer

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

(Name and address of organization)

SIGNATURE OF WITNESS: ________________________________  NAME (PRINT): ________________________________
DATE: ________________________________

Schedule of Deviations

1 Subject ____________________________________________________________________________
Details ____________________________________________________________________________

2 Subject ____________________________________________________________________________
Details ____________________________________________________________________________
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)

for the Employer
(Name and address of organization)
17. ANNEXURES

A: CLARIFICATION MEETING CERTIFICATE
B: SCHEDULE OF EXPERIENCE OF TENDERER
C: FUNCTIONALITY ASSESSMENT
D: KNYSNA MUNICIPALITY SUPPLIER DATABASE REGISTRATION
E: GENERAL CONDITIONS OF CONTRACT (GCC) 2015 3RD EDITION - SAICE
F: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
G: SCOPE OF WORKS
H: TENDER DRAWINGS
CLARIFICATION MEETING CERTIFICATE

<table>
<thead>
<tr>
<th>Project title:</th>
<th>CONSTRUCTION OF FIRST FLOOR CONCRETE SLABS AND STAIRS TO 6 SEMI-DETACHED DOUBLE STOREY LOW INCOME HOUSES IN HLALANI, KNYSNA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid no:</td>
<td>T49/2019/20</td>
</tr>
<tr>
<td>Closing date:</td>
<td>25 March 2020</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Name of Employer’s Representative</th>
<th>Signature</th>
<th>Date</th>
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</table>
## ANNEXURE B

### SCHEDULE: EVIDENCE OF EXPERIENCE OF TENDERER

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

<table>
<thead>
<tr>
<th>Employer</th>
<th>Consulting Engineer/Architect</th>
<th>Nature of Works</th>
<th>Value</th>
<th>Year Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>Contact No:</td>
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</table>

**Name of Tenderer**  
Signature  
Date
## FUNCTIONALITY ASSESSMENT
(C.1 – SIMILAR PREVIOUS PROJECTS)

Table Q1: Similar previous projects

<table>
<thead>
<tr>
<th>Description of project</th>
<th>Contract Value (^{(a)}) (Including Contingencies and VAT)</th>
<th>Contract Period (months) (^{(b)})</th>
<th>Average expenditure (\frac{c-a}{b})</th>
<th>Employer details</th>
<th>Consultant details</th>
<th>Date Completed</th>
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</tbody>
</table>
### Table Q2: Experience of the Contracts Manager

<table>
<thead>
<tr>
<th>Title and brief description of projects</th>
<th>Contract Value (^{(a)}) (Including Contingencies and VAT)</th>
<th>Contract Period (months) (^{(b)})</th>
<th>Average expenditure ((c = a / b))</th>
<th>Employer details</th>
<th>Consultant details</th>
<th>Date Completed</th>
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\(^{(a)}\): Contract Value (Including Contingencies and VAT)\n
\(^{(b)}\): Contract Period (months)\n
\(^{(c)}\): Average expenditure (\(c = a / b\))
## FUNCTIONALITY ASSESSMENT
(C.3 – EXPERIENCE OF SITE AGENT)

Table Q3: Experience of the Site Agent

<table>
<thead>
<tr>
<th>Title and brief description of projects</th>
<th>Contract Value ((a)) (Including Contingencies and VAT)</th>
<th>Contract Period (months) ((b))</th>
<th>Average expenditure ((c=a/b))</th>
<th>Employer details</th>
<th>Consultant details</th>
<th>Date Completed</th>
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</table>
FUNCTIONALITY ASSESSMENT
(C.1 – EXPERIENCE OF SITE FOREMAN)

Table Q4: Experience of the Site Foreman

<table>
<thead>
<tr>
<th>Description of project</th>
<th>Contract Value (^{(a)}) (Including Contingencies and VAT)</th>
<th>Contract Period (months) (^{(b)})</th>
<th>Average expenditure (\frac{c}{b})</th>
<th>Employer details</th>
<th>Consultant details</th>
<th>Date Completed</th>
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</table>
**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](http://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.
<table>
<thead>
<tr>
<th>Contact Information</th>
<th>Fill in the white blocks only where particulars have changed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
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<td>Tel No.</td>
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<td>Cell No.</td>
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<td>Fax No.</td>
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<td>E-mail</td>
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</table>

<table>
<thead>
<tr>
<th>Business details (As per SARS tax clearance when applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Legal Name</td>
</tr>
<tr>
<td>Company Reg No</td>
</tr>
<tr>
<td>Tax Ref No.</td>
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<tr>
<td>Vat Ref No.</td>
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<tr>
<td>PAYE</td>
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<tr>
<td>SDL No.</td>
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<tr>
<td>UIF No.</td>
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</table>

<table>
<thead>
<tr>
<th>Business Profile (List all Partners, Proprietors and Shareholders)</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
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<table>
<thead>
<tr>
<th>Town of office nearest to Knysna</th>
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<table>
<thead>
<tr>
<th>Postal Address</th>
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</table>
## Banking Details

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Branch Code</th>
<th>Town</th>
<th>Type Acc</th>
<th>Account Name</th>
<th>Bank Name</th>
</tr>
</thead>
</table>

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

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

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


## BEE info (Attach certificate)

<table>
<thead>
<tr>
<th>BEE Status</th>
<th>BEE Procurement Recognitions (%)</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate No.</td>
<td>Issued By:</td>
<td></td>
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</table>

## Declaration

I, the undersigned (Name) ________________________________ acknowledge that:

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

Name: ________________________________

Position: ________________________________

Signature: ________________________________

Date: ________________________________

FOR OFFICE USE ONLY

CHECKED BY: ________________________________
General Conditions of Contract


Contract Specific Data

The Contract Specific Conditions of Contract as set out below are the only variations from and/or additions to the clauses of the General Conditions of Contract applicable to this Contract. The variables are listed after these clauses in the form of an appendix.

1.1 DEFINITIONS:

Amend Clause 1.1.1.3 to read:

1.1.1.3

Add the following definition:

1.1.1.35 “Schedule of Documents” means the document so designated in and forming part of the Tender Documents”.

1.3.5 CONTRACTORS COPYRIGHT:

Add to Clause 1.3.5:

1.3.5 The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of Sikhulile Engineers (Pty) Ltd”.

4.1.2 CONTRACTOR’S LIABILITY FOR HIS OWN DESIGN ERRORS:

Amend Clause 4.1.2, line 4 “any drawing” to read:

4.1.2 “any drawing and/or design”.

4.3.1 COMPLIANCE WITH APPLICABLE LAWS:

Add the following to Clause 4.3.1:

4.3.1.1 Wages and conditions of work, and

4.3.1.2 Safety
Add the following to Clause 4.3.1.2:

4.3.1.2 The Contractor shall, for his approval, a health and safety plan as required by Regulations 4(2) and 5(1) of the Construction Regulations, 2003 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatory Form as envisaged by Section 37(2) of the Occupational Health and Safety Act.

5.3 COMMENCEMENT OF WORKS:

Amend Clause 5.3.1 to read:

5.3.1 “The Contractor shall not commence with the execution of the Permanent or the Temporary Works until
a) the terms of the insurances required in terms of Clause 8.6, and
b) the Contractor’s health and safety plan required in terms of Clause 4.3.1 of the Contract Data have been approved by the Employer.

5.12 EXTENSION OF TIME FOR COMPLETION:

Add to Clause 5.12.1:

5.12.1 “Should the Contractor consider that he may, during the course of the Contract, wish to invoke “abnormal climatic conditions” as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The records shall be submitted weekly to the Engineer’s Representatives, together with a statement recording the Contractor’s opinion of the effect on his programme of any weather condition that he may consider to be abnormal”.

Add to Clause 5.12.2.3:

5.12.2.3 “Extension of time in respect of rainfall conditions shall be calculated in accordance with the method and data given in the Scope of Work”.

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1 PROVISIONAL SUMS:

Amend Clause 6.6.1.2.1, line 1, after the word “sum” insert:

6.6.1.2.1 “excluding VAT”

Amend Clause 6.6.1.2.2, line 3, after the word “amount” insert:

6.6.1.2.2 “excluding VAT”
6.6.2 PRIME COST SUMS:

Amend Clause 6.6.2, line 5, after the word “price”, insert:

6.6.2 “excluding VAT.”.

6.11 VARIATIONS EXCEEDING 15 PERCENT:

Amend Clause 6.11.1.3, change the words “greater than 15 per cent” to:

6.11.1.3 “greater than 20 per cent.”

6.9 VESTING MATERIALS:

Add to Clause 6.9.1:

6.9.1 “The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property”.

7.2 QUALITY OF PLANT, MATERIAL AND WORKMANSHIP:

Add at the end of Clause 7.2.1

7.2.1 “Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused”.

8.6 INSURANCES:

Add to Clause 8.6.1.3:

8.6.1.3 “The minimum amount of insurance required in terms of this Clause, as stated in Part 1 of the Contract Data, shall be per event, the number of events being unlimited”.

Amend Clause 8.6.1.4 to read:

8.6.1.4 “Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.5 hereof”.

Add to Clause 8.6.5:

8.6.5 “The Employer may disapprove the terms of the insurances within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.8:

“In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Engineer copies of all claims and associated documents. The claim submitted by the Contractor
shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3”.

PART 1: APPENDIX TO PART 1 – DATA PROVIDED BY THE EMPLOYER:

1.1.1.15 The Employer is KNYSNA MUNICIPALITY

1.1.1.16 The Engineer is any Director in the firm of Sintec Engineering Consultants or one of its subsidiaries, or any person duly authorized by such a Director.

1.2.1.2 The Employer’s address for receipt of communications is:

Telephone: (044) 302-6300
Facsimile: (044) 302-6333
e-mail: twali@knysna.gov.za
Address: PO Box 21
(Postal) Knysna
6570

Address: Clyde Street
(Physical) Knysna
6571

1.2.1.2 The Engineer’s address for receipt of communications is:

Telephone: (044) 382-7680
Facsimile: (044) 382-5396
e-mail: josephv@sintecknysna.co.za
Address: PO Box 3694
(Postal) Knysna
6570

Address: 26 High Street
(Physical) Knysna
6571

1.3.2 The governing law is the law of the Republic of South Africa.

4.3.1 The OHS plan shall be delivered within 14 days after the Commencement Date. Approval (or disapproval) of the health and safety plan shall be given within 7 days of receipt of the submission.

5.3 The Works are to be recommended within 7 days after the date of the approval of insurance of the health and safety plan, whichever is the later date.

5.5.1 The whole works shall be completed within 12 weeks from the Commencement Date.

5.6.1 The Programme shall be delivered to the Engineer within 14 days after the Commencement Date.

5.8 The special non-working days are public holidays and the year-end break.

5.13.1 The penalty for delay will be R 1000.00 per calendar day.

6.10.1.5 The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3  The percentage retention is 10% up to a maximum of 5% of the tender value. The retention amount will be reduced to 2.5% after a final completion certificate has been issued.

6.10.3  A Retention Money Guarantee is not permitted.

7.1  The Form of Guarantee is to be delivered to the Engineer within 14 days after the Commencement Date. The Form of Guarantee shall be in an amount of 10% of the Tender Sum.

7.8.1  The Defects Liability Period is 12 calendar months.

8.6.1.1.1  In addition to the Contract Price, the sum insured shall include for:
(a) Professional Fees not included in the Contract Price in the amount of R50 000.

8.6.1.2  A coupon Policy for Special Risks is not to be issued.

8.6.1.3  The limit of the liability insurance required is R4 000 000.00

8.6.5  Approval (or disapproval) of the insurances must be given within 7 days of receipt.

8.6.6  The insurance policies and proof of payment shall be produced to the Engineer within 14 days after the Commencement Date.

10.3.2  Disputes are to be referred to mediation.

10.7.1  Disputes are to be referred for final settlement to arbitration.

10.7.1  Special disputes shall be referred for final settlement to arbitration.

NB:
PRICE FIXED FOR THE DURATION OF THE CONTRACT

PART 2: DATA PROVIDED BY THE CONTRACTOR:

1.1.1.9.1  The Contractor is …………………………………………………………………………

1.2.1.2.1  The Contractor’s address for receipt of communications is:

Telephone: (……...) …………………………………………………………………………
Facsimile: (……...) …………………………………………………………………………
e-mail: ……………………………………………………………………………………
Address: ………………………………………………………………………………………………

…………………………………………………………………………………

1.1.1.14  See 5.5.1

5.5.1.2.3  The percentage allowance to cover all charges for the Contractor’s and subcontractor’s profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is as stated in the Bill of Quantities / Day work Schedule.
5.1.1 The time for completing the Works is _______ weeks plus all special non-working days.

ANNEXURE F – OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS

CONTENTS:

1. Introduction and background
2. Health and Safety specification
   2.1 Scope
   2.2 Interpretation
   2.3 Legal documentation / minimum requirements
   2.4 Physical requirements
   2.5 Plant and Machinery
   2.6 Occupational Health
3. General Requirements
4. Principal Contractor compliance dates
5. Assignment of PC responsible persons
6. General Compliance Requirements

1. INTRODUCTION AND BACKGROUND
   The Construction Regulations No. 37305 of 7 February 2014 requires the Client to prepare a pre-construction health and safety specification, with all existing risks identified.

1.1 Purpose of Health and Safety Specification:
   To assist in achieving compliances with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of 7 February 2014, in order to, as far as is practicable, reduce or eliminate incidents or injuries.

   The Principal Contractor shall use this specification as a basis for the drafting of his and any Contractor’s construction health and safety plans.

   The specification sets out the requirements to be followed by all Contractors so that the health and safety of all persons who may be affected by the construction may receive the same priority as other project facets.

1.2 Implementation
   The health and safety specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his health and safety plan.
He must forward a copy to all Contractors at tender stage to enable them to prepare their own health and safety plans based on the requirements of this specification.

2. HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This specification covers the requirements for eliminating and mitigating incidents and injuries at the project named “T02/2019/20 – Construction of first floor concrete slabs and stairs to 6 semi-attached double storey low income houses in Hlalani, Knysna.” The scope addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture on the project. The specification also provides for the protection of those persons other than employees.

2.2 Interpretation

2.2.1 Application

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No.85 of 1993, and the Construction Regulations of 7 February 2014, and is therefore binding. This document is to be read and understood in conjunction with the following:

- All regulations in terms of the OHS Act
- SABS codes referred to by the OHS Act
- Construction Regulations
- Contract documents
- Basic conditions of Employment Act.

2.2.2 Abbreviations

- OHS: Occupational Health and Safety
- CEO: Chief Executive Officer
- CR: Construction Regulations
- HCS: Hazardous Chemical Substances
- MSDS: Material Safety Data Sheets
- AIA: Approved Inspection Authority
- OEL: Occupational Exposure Limit
- HBA: Hazardous Biological Agents

2.2.3 Definitions

The definitions as listed in the Occupational Health and Safety Act and Construction Regulations shall apply:

DEFINITIONS FROM THE OCCUPATIONAL HEALTH AND SAFETY ACT:

Chief Executive Officer
I relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger
Means anything that may cause injury or damage to persons or property.

Employee
Means, subject to the provisions of Subsection(2), any person who is employed by or works for any employer and who receives or is entitled to receive any
remuneration or who works under the direction or supervision of an employer or any other person.

Employer
Means, subject to the provisions of Subsection(2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes labour broker as defined in Section1(1) of the Labour Relations Act,1953 (Act No: 28 of 1956).

Healthy
Means free from illness or injury attributable to occupational cause.

Machinery
Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Surveillance
Means a planned programme of periodic examination of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner. It may include clinical examinations, biological monitoring or medical tests.

Plant
Includes fixtures, fittings, implements, equipment, tools and appliances, anything which is used for any purpose in connection with such plant.

Properly used
Means used with reasonable care, and with due regard to any information, instruction or advice by the designer, manufacturer, importer, seller or supplier.

User
In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lesser of, or any person employed in connection with, the plant or machinery.

Reasonable practicable
Means practicable having regards to:
- The severity and scope of the hazard or risk concerned.
- The state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk.
- The availability and suitability of means to remove or mitigate that hazard or risk.
- The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Risk:
Means the probability that injury or damage will occur.

Safe:
Means free from any hazard.

Standard:
Means any provision occurring:
In a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993.

In any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

DEFINITIONS FROM THE CONSTRUCTION REGULATIONS:

Agent
Means any person who acts as an representative for a client.

Competent person
Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed. Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995, these qualifications and training shall be deemed to be the required qualifications and training.

Construction
Means any work in connection with:

- The erection, maintenance, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
- The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.
- The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure.
- The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
Contractor
Means an employer, as defined in Section 1 of the Act, who performs construction work and includes principal contractors.

Hazard identification
Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

Health and safety file
Means a file, or other record in permanent form, containing the information required as contemplated in these regulations.

Health and safety plan
Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Health and safety specification
Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

Method statement
Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

Principal contractor
Means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

Risk assessment
Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps to be taken to remove, reduce or control such hazard.

2.3 Legal documentation / minimum requirements

2.3.1 Notification of intention to commence construction work.
Principal Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences, a copy of which shall be kept in the health and safety file and included in the health and safety plan. The safety file will be kept on site.

2.3.2 Assignment of Principal Contractor’s/Contractor’s responsible person to supervise health and safety on site.
All appointments shall be made in writing, a copy of which is to be kept in the health and safety file on site.

2.3.3 Competence of the responsible person/s.
The criteria as stipulated under the definition of “competent” in the Construction Regulations shall apply.

2.3.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993. The Principal Contractor shall keep a copy of the letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer in the health and safety file as proof of registration. Each contractor shall provide a copy of his letter of good standing.

2.3.5 Occupational health and safety policy signed by the CEO.
Outlining the employers objectives and how they will be implemented.
2.3.6 Health and safety organogram,
Outlining the health and safety structure as well as the appointments made under the Act and Regulations. The competency of each appointment must be provided and will include knowledge, training, experience and qualifications specific to the work being performed. Signed copies of all legal appointments must be provided in the health and safety plan.

Appointments applicable but not limited are:

- Construction Manager CR 8 (1)
- Alternate Construction Manager CR 8 (1)
- Construction supervisor CR 8 (7)
- Asst construction supervisor CR 8 (7)
- Fall protection competent person CR 10 (1) a
- Formwork/Support work competent person CR 10 (1) a
- Demolition work competent person CR 14 (1)
- Scaffolding competent person CR 16 (1)
- Construction vehicle/mobile plant competent person CR 23(1)(d)
- Electrical installation competent person CR 24 (c)
- Stacking competent person CR 28 (a)
- Fire equipment competent person CR 29 (h)
- Confined spaces competent person GSR (5)
- Safety officer CR 8 (5)
- Traffic safety officer CR 8 (5)
- General Machinery competent person GMR (2)
- Lifting Machines operators DMR 18(11)

Indicate in the health and safety plan which appointments are applicable.

No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.

The competent person shall determine the level of supervision required for each activity.
Any changes made to appointments must be communicated to the agent.

2.3.7 Preliminary Hazard Identification and Risk Assessment (HIRA)
The Principal Contractor shall cause a hazard identification to be performed by a competent person before the commencement of construction work. Risk assessments of all required activities shall form part of the Health and safety plan. All risk assessments shall be conducted in terms of an acceptable methodology according to the provisions of CR9. The assessment should cover at least the following:

- Movement of construction vehicles
- Transporting material
- Mechanical excavation of trenches
- Hand excavation of trenches
- Compacting
- Pipe laying
- Backfilling
- Demolition work
- Working with hand tools
- Jackhammers
- Portable electrical tools
- Erection of scaffolding
- Work from scaffolding
- Blasting
- Bush clearing
- Accommodation of traffic
- Temporary stockpiling and removal of excavated material
- All work near overhead power lines and underground cables
- Locating existing services (underground cables etc.)
- All health hazards present during activities including dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities.

The above list should not be limited to these activities but must cover all activities that form a part of the said project.

Split down each activity to individual tasks, hazards identified and risk assessment.

Risk assessments must be handed to the agent prior to commencement of work.

Please note that the agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments should cover safety and health hazards.

The Principal Contractor shall ensure that all Contractors inform, instruct and train their workers (site induction training) regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as conditions change.

Contractors are to conduct their own toolbox talks and proof thereof must be available in the safety file on site.

2.3.8 Safe Work Procedures
Safe work procedures must be compiled for all the above-mentioned activities. The procedures must at least address the following:
- The work method to be followed to work safely
- How the identified risks and hazards be controlled and reduced
- Responsibilities of the competent persons
- What personal protective equipment is required
- The correct machinery, equipment and tools to be used
- The relevant registers that must be completed

2.3.9 Health and safety representatives
Safety representatives shall be appointed in writing. Training must be provided for health and safety representatives, who shall carry out inspections of the workplace, keep records and report all findings to the responsible person, and at health and safety meetings.

2.3.10 Health and safety committees
Committee meetings will be held at least monthly and minutes must be kept. The responsible person shall chair the meetings and all representatives are to attend. Proof of meetings held and attendance must be available.
2.3.11 Health and safety training

2.3.11.1 Induction:
All site personnel shall undergo site-specific health and safety induction training before they start work. A record of attendance shall be kept in the health and safety file as proof.

2.3.11.2 Awareness:
On-site toolbox talks shall take place at least once per week, dealing with risks relevant to the work at hand. Proof of such meetings and talks must be available.

2.3.12 General record keeping
Health and safety records must be kept and maintained to demonstrate compliance with this Specification, with the OHS Act, and with the Construction Regulations. All records of incidents/accidents, emergency procedures, training, inspections, audits, etc. are to be kept in the health and safety file. Ensure that all contractors maintain such a file.

2.3.13 Health and safety audits, monitoring and reporting
The Client shall conduct health and safety audits on a regular basis. Each contractor shall conduct similar audits.

2.3.14 Emergency procedures
The procedure shall detail the response plan, including:
- list of key competent personnel;
- details of emergency services;
- actions to be taken in the event of an emergency;
- Information on any hazardous material/situation.

Emergency procedures shall include:
Fire, chemical spill, injury, damage, hazardous substances, bomb threat and major incident/accidents.

A contact list of all service providers (fire department, ambulance, police, doctor, hospital) shall be available to site personnel.

2.3.15 First aid boxes and first aid equipment
Certified first aiders must be appointed in writing. A copy of the certificate shall be placed in the health and safety file. An adequately stocked first aid box must be available, as well as a first aid station. All first aiders must be on site.

2.3.16 Accident/incident reporting and investigation
All injuries must be reported and investigated as per the requirements of the OHS Act. See Section 24 and GAR 8 and 9.

2.3.17 Hazards and potentially hazardous situations
The Client shall immediately be notified in writing of any hazardous or potentially hazardous situation that may arise during the performance of construction activities.

2.3.18 Personal Protective Equipment (PPE)
Ensure that all site employees wear the PPE as identified in the risk assessment. Ensure that an adequate supply of PPE is available on request for replacement for lost items or worn out items. A record is to be kept of issues to each employee. Each contractor is responsible for supplying his own staff with PPE, as well as the enforcement for the wearing thereof.

2.3.19  **Occupational health and safety signage**

Adequate on-site signage must be provided. Examples are: no unauthorized entry; visitors report to site office; site office; hard hat area; construction vehicles; noise zone; first aid. Signs are to be posted on access routes, entrances, scaffolding, and other risk areas.

2.3.20  **Contractors and sub-contractors**

The Principal Contractor shall ensure that all contractors comply with this Specification, the OHS Act, Construction Regulations and any other relevant legislation that may relate to the activities. A contractor shall ensure compliance of any sub-contractor appointed by him.

2.3.21  **Safety of public/ visitors/pedestrians**

Every person working on or visiting the site, as well as the general public, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate health and safety notices and signs shall be posted up. Access to the construction site must be cordoned off as much as possible in all work areas. All excavations are to be fenced/barricaded to prevent access by public/pedestrians. Work must be planned so that the minimum amount of trenches is left open after hours or during weekends. No trenches in which water has accumulated may be left open.

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

2.4  **Physical requirements**

2.4.1  **Edge protection and penetrations**

All edges and openings must be guarded and demarcated at all times until permanent protection is erected. The guards must be constructed of scaffold type tubing, with guard-rails, painted yellow, located one meter above floor level, or of wooden construction of adequate strength, with one meter high guard-rails.

2.4.2  **Stacking of materials**

Appoint in writing a stacking supervisor to ensure that all materials, formwork and other equipment is stacked and stored safely, on level, firm ground, out of access ways and height complying with regulations.

2.4.3  **Hazardous Chemical Substances (HCS)**

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the health and safety plan how the HCS will be stored and transported. Material Safety Data Sheets are to be maintained and be available for inspection by the agent at all times on site. First aiders are to be informed of the presence of HCS and how to treat incidents. The health and safety plan should
make reference to the disposal of hazardous waste on sites and the location thereof. (where applicable)

2.4.4 Asbestos and asbestos work

The removal and maintenance of asbestos containing products must be conducted under controlled conditions as specified in the Asbestos Regulations.

A set of safe work procedures must be drawn up by the Principal Contractor and submitted to the Client for approval.

Should asbestos be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Proof that medical surveillance has been conducted, not the actual records itself. (it is of a confidential nature)

2.4.5 Lead

Should lead be identified as a hazard at the workplace, the following must be included in the health and safety plan.

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Proof that medical surveillance has been conducted, not the actual Records itself. (it is of a confidential nature)

2.4.6 Noise induced hearing loss

If noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the health and safety plan:

- Proof of training with regard to these regulations.
- Risk assessments done.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
  - Engineering methods considered
  - Admin control – number of employees exposed
  - Personal protective equipment considered

2.4.7 Demolition work
All demolition work shall be carried out as per Construction Regulation 14.

2.5 Plant and Machinery

2.5.1 Construction plant

All types of plant used in the construction process must comply with the OHS Act and the Construction Regulations.

The Principal Contractor shall appoint a competent person in writing to inspect and record the findings of such inspections.

Only authorized competent persons are to operate machinery. Appropriate PPE and clothing must be provided, used and maintained.

2. Fire extinguishers and firefighting equipment

The Principal Contractor and Contractors shall provide adequate, serviced and maintained firefighting equipment, located at suitable locations on site with the appropriate notices and signs posted.

2.5.3 Hired plant and machinery

The Principal Contractor shall ensure that the hired plant and machinery is safe for use and complies with 2.5.1 above.

2.5.4 Scaffolding/working in elevated positions

The Principal Contractor must submit a risk-specific fall protection plan to the Client for approval before any work commences. All scaffolding must comply with SANS 10085 standards.

Scaffolding must be declared safe for use by a competent person who has been appointed in writing, with the register being updated weekly, after inclement weather, after alterations, after an accident, and before dismantling.

Adequate protection must be provided over a walkway, pavement or public access.

The fall protection plan must include a risk assessment and safe work procedures. All persons working at height must be evaluated for physical and psychological fitness. Training must be provided. All openings and edges must be adequately guarded. Workers must be trained in the use of fall harnesses, which must be kept in a good condition.

All scaffolding must be complete with guard rails and toe boards and be fully boarded.

2.5.5 Roof work

All roof work must be conducted in accordance with Construction Regulation 10, with a fall protection plan in place.

2.5.6 Formwork and support work.
The Principal Contractor shall appoint a competent person in writing to inspect the formwork and support work immediately before, during and after the placement of concrete and thereafter on a daily basis until the removal thereof. Notices and signs are to be posted. Walkways, passages and pavements are to be protected from falling objects.

2.5.7 Ladders and ladder work.

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above a landing and must be secured at the top and have a secure, non-slip base. Pre-use inspections are encouraged.

2.5.8 Electrical installations and portable electric tools

The Client must ensure that the Principal Contractor is aware of the position of all electrical power lines (contractor MUST liaise with the municipal electrical department in this regard). The PC must comply with the electrical installation regulations, electrical machinery regulations and the construction regulations. The PC shall carry a copy of the Certificate of Compliance. Temporary electrical installations must be inspected weekly. Portable electrical tools are to be visually inspected daily with a register updated monthly.

2.6 Occupational Health

2.6.1 Occupational hygiene

Exposure to occupational health hazards in construction is common and Contractors must ensure that proper health and hygiene measures are in place to prevent exposure to such hazards.

2.6.2 Welfare facilities

The Principal Contractor must supply sufficient toilets, hand wash facilities, soap, toilet paper and hand drying material.

2.6.3 Alcohol and other drugs.

No alcohol or other drugs will be allowed on site. No one under the influence of alcohol or drugs will be allowed on site. Any person suffering from any illness/condition for which medicine is taken and which may affect his safety on site, must report to his supervisor. Disciplinary action is to be taken against anyone found under the influence whilst on site.

3. GENERAL REQUIREMENTS

3.1 Transport of employees

Transport of employees shall be carried out in terms of the National Road Ordinances. The health and safety plan shall detail the arrangements and methods of the transportation of workers.
3.2 Certificates of fitness

The Principal Contractor shall include in his health and safety plan copies of all employees that require medical fitness certificates under the following regulations where applicable:
Site visitors register

A site visitor’s register is to be kept on site and steps are to be taken to ensure that all visitors sign the register before entering the site. A sign should also be provided directing all visitors to report to the site officer.

4. **PRINCIPAL CONTRACTOR COMPLIANCE DATES**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Submission date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Health and safety plan</td>
<td>At site hand over meeting</td>
</tr>
<tr>
<td>B) Notification of intention to commence construction</td>
<td>Before</td>
</tr>
<tr>
<td>C) Assignment of responsible persons to supervise</td>
<td>Before</td>
</tr>
<tr>
<td>Construction work</td>
<td></td>
</tr>
<tr>
<td>D) Competence of responsible persons</td>
<td>Together with H&amp;S Plan</td>
</tr>
<tr>
<td>Plan</td>
<td></td>
</tr>
<tr>
<td>E) Occupational health and safety policy</td>
<td>Together with H&amp;S Plan</td>
</tr>
<tr>
<td>F) Health and safety organogram</td>
<td>Together with H&amp;S Plan</td>
</tr>
<tr>
<td>G) Initial Hazard Identification and Risk Assessment</td>
<td>Together with H&amp;S Plan</td>
</tr>
<tr>
<td>Plan</td>
<td></td>
</tr>
</tbody>
</table>
1. ASSIGNMENT OF PRINCIPAL CONTRACTOR’S RESPONSIBLE PERSONS

<table>
<thead>
<tr>
<th>Appointment</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CEO Assignee</td>
<td>OH&amp;S Act sect. 16(2)</td>
</tr>
<tr>
<td>B. Construction Manager</td>
<td>CR8.5</td>
</tr>
<tr>
<td>C. Construction work supervisor</td>
<td>CR8.6</td>
</tr>
<tr>
<td>D. Subordinate supervisor</td>
<td>CR8.6</td>
</tr>
<tr>
<td>E. Health &amp; safety representatives</td>
<td>OHS Act sect. 17</td>
</tr>
<tr>
<td>F. Incident investigator</td>
<td>GAR 8</td>
</tr>
<tr>
<td>G. Risk assessment coordinator</td>
<td>CR9</td>
</tr>
<tr>
<td>H. Fall protection plan coordinator</td>
<td>CR10</td>
</tr>
<tr>
<td>I. First aiders</td>
<td>GSR 3</td>
</tr>
<tr>
<td>J. Scaffold inspector/supervisor</td>
<td>SABS 085 &amp; CR16</td>
</tr>
<tr>
<td>K. Scaffold erector</td>
<td>GSR13D</td>
</tr>
<tr>
<td>L. Formwork/support work</td>
<td>CR16</td>
</tr>
<tr>
<td>M. Excavation inspector</td>
<td>CR13</td>
</tr>
<tr>
<td>N. Ladder inspector</td>
<td>GSR13A</td>
</tr>
<tr>
<td>O. Temporary electrical installation</td>
<td>CR24</td>
</tr>
<tr>
<td>P. Fire fighting equipment inspector</td>
<td>CR29</td>
</tr>
<tr>
<td>Q. Safety officer</td>
<td>CR8.5</td>
</tr>
<tr>
<td>R. Demolition Supervisor</td>
<td>CR14</td>
</tr>
</tbody>
</table>

2. GENERAL COMPLIANCE REQUIREMENTS

1. Construction health and safety plan Monthly review
2. Health and safety file Open, at meetings
3. OHS Act regulations Monthly review
4. Induction training Every worker
5. Toolbox talks Weekly
6. Health & safety reports Monthly
7. Emergency procedures Monthly
8. Risk assessments Monthly
9. Safe work procedures Before commencement of work
10. General inspections Daily, weekly
11. List of contractors Update weekly
12. Workman’s compensation Ongoing
13. Section 37 Mandatory Ongoing
ANNEXURE G - SCOPE OF WORKS

CONTENTS

1. DESCRIPTION OF THE WORKS
2. ENGINEERING
3. MANAGEMENT
4. CONSTRUCTION
5. SPECIFICATION DATA
SCOPE OF WORKS

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   EMPLOYER’S OBJECTIVES
   OVERVIEW OF THE WORKS
   EXTENT OF THE WORKS
   CONSTRUCTION METHOD

2 DESCRIPTION OF THE WORK
   DESIGN SERVICES AND ACTIVITY MATRIX
   DRAWINGS

3 MANAGEMENT
   MANAGEMENT OF THE WORKS
   Applicable SANS 1921 standards
   Particular/Generic specifications
   Planning and Programming
      □ Submitted program
      □ General allowances
      □ Engineer’s inspection and approval of work
      □ Review of progress
   Methods and procedures
      □ Neatness of the site
      □ Protection of trees and shrubs
      □ Blasting operations
      □ Management and disposal of water site
      □ Site records
      □ Working hours
      □ Access for other Contractors
      □ Giving notice for work to be covered up
      □ Samples and testing
      □ Maintenance of access and streets
      □ Temporary fences
   Weather conditions
      □ Extensions of time resulting from abnormal rainfall
      □ Recording of weather
   Environment
      □ Environment management plan
      □ Fires and burning of vegetation
      □ Preservation of flora and fauna and soil conservation
   Format of communications
      Key Personnel
      Site Meetings
      Payment certificates

HEALTH AND SAFETY

Background
Framework for an Occupational Health and Safety Plan
Occupational Health and Safety Plan at tender stage
Restricting public access to the site
CONSTRUCTION

WORKS SPECIFICATIONS
Applicable SANS 1200 Standards
Applicable National and International Standards
Particular and Generic Specifications

- EXISTING SERVICES (NB)

Although the Engineer will make available to the contractor any
information concerning the location of existing services that he may have
at his disposal, it will be the responsibility of the Contractor to obtain this
information from all the relevant municipal and/or provincial departments
including sewer, water, electrical, Telkom, etc.

The services must be exposed and protected with great care to
minimize the risk of damage to such services.

- SITE ESTABLISHMENT

Facilities provided by the Employer:
- Camp site

Facilities provided by the Contractor:
- Temporary office
- Water supply
- Power supply
- Sanitary facilities
- Telephone facilities
- Other facilities and services
- Site instruction book
- Security
- Notice boards

- SURVEY CONTROL AND SETTING OUT OF THE WORKS

- FEATURES REQUIRING SPECIAL ATTENTION

supervision
- Safety regulations
- Record drawings
- Sanitary conditions

1 DESCRIPTION OF THE WORKS

1. EMPLOYERS OBJECTIVES

Provision of first floor concrete slabs and stairs to 6 semi-attached double storey low income
houses in Hlalani, Knysna

2. OVERVIEW OF THE WORKS

The projects consists inter alia the construction of first floor concrete slabs and stairs to 6
semi-detached low income double storey units in Hlalani. Foundation slab and brick work
done by others.

3. EXTENT OF THE WORKS
The extent of the works will comprise but not limited the following main elements:

- Construction of first floor concrete slabs (rib and block) on exist blockwork.
- Construction of stairs (pre-cast), including work to tie the stairs into the existing raft slab.

4. CONSTRUCTION METHODS (NB) – Employment of local labour

The Contractor must make maximum use of local labour (minimum 75%) and also preferably appoint competent local sub-contractors.

2 ENGINEERING

1. DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage

   (a) Concept, feasibility and overall process  Engineer for Employer

   (b) Basic engineering and detail to tender stage  Engineer for Employer

   (c) Final design to approval for construction  Engineer for Employer

   (d) Temporary works and support work  Contractor

2. DRAWINGS

Tender drawings are bound into the document, refer to Annexure G.

Additional construction drawings (if required) will, in terms of Clause 4.2 of GCC 2015(3rd Edition), be issued to the Contractor by the Engineers on the commencement date and from time to time as required.
3 MANAGEMENT

1. MANAGEMENT OF THE WORKS

1.1 Applicable SANS 1921 standards

The provisions of the SANS 1200 standardized specifications take preference over the provisions of SANS 1921-1: General Engineering and Construction Works.

1.2 Particular/Generic specifications

There are no particular/generic specifications dealing specifically only with the management of the Works. Refer to the generic/specific specifications contained in part C3.7 of this document dealing with the construction of the works.

1.3 Planning and programming

1.3.1 Submitted Programme

The Contractor’s programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in the form of a bar chart (MS Project or equivalent).

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor’s programme shall include as a minimum the following:

(a) All time related activities, in sufficient detail to be able to assess construction progress,
(b) critical path analysis,
(c) key dates in respect of work to be carried out by others,
(d) key dates in respect of information to be provided by the Engineers and/or others,

If any deviation from the approved program occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractors program and method statement will not be accepted as the basis for claims for financial compensation without due references to all relevant associated factors.

1.3.2 General allowances

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

(a) expected weather conditions and their effects,
(b) known physical conditions or artificial obstructions,
(c) the provisions and implementation of the health and safety plan in terms of the Construction Regulations, 2003 of the Occupational Health and Safety Act, and
(d) the design, testing and approval of the concrete mixes, mortar and plaster.

1.3.3 Engineer’s inspection and approval of work

The Engineer’s representative will visit the site as often as is required for the purpose of completion of the Contract and inspection and approval of completed work. The Contractor
shall arrange his working programme in such a way that all work is inspected and approved at the required time. Under no circumstances shall he proceed with any activity which covers up the work before the previous work has been approved in writing (e.g. no trench shall be filled until the laid pipes and bedding have been inspected and approved).

1.3.4 Review of Progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 1 week, he shall submit a revised programme and method statement of how he proposed to make up for the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

1.4 Methods and procedures

1.4.1 Neatness of the site

Progressive and systematic finishing and tidying will form part of this contract. Spoil, rubble, materials, equipment or unfinished operations shall not be allowed to accumulate unnecessarily and in the event of this happening, the Engineer shall have the right to withhold payment for as long as the condition prevails in respect of the relevant works in the house(s) concerned.

The general neatness and tidiness of the site is of particular concern. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

1.4.2 Protection of trees and shrubs

The Contractor shall ensure that no trees, shrubs or other vegetation outside the site boundaries be disturbed, damaged or destroyed. A penalty of R1 000 per tree or shrub damaged or destroyed may be charged to the Contractor.

1.4.4 Management and disposal of water on site

The Contractor shall take adequate precautions to prevent water from whatever source entering area of the works.

Precautions may include, but not be limited to the construction of diversions, cut off trenches and such water should be diverted to the natural water courses in the vicinity of the site. The contractor shall take the necessary steps to prevent any erosion and/or silting of watercourses.

1.4.5 Site records

The Contractor shall provide and maintain on site at all times a site diary in which shall be recorded in a daily basis of weather conditions, work performed for the day, site personnel, plant and equipment, rate of progress and any other pertinent details related to the Contract.

1.4.6 Working hours

Normal working hours shall be between 07:00 and 17:00 hours from Monday to Friday and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays.
Normal working hours exclude public holidays. In all cases the contractor needs to co-ordinate his activities with the occupants of the houses.

1.4.7 Access for other Contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site, as and when such access is required. The Contractor is entitled to request reasonable notification at least 24 hours before access by other contractors is required.

1.4.8 Giving notice for work to be covered up

The Contractor shall allow reasonable time in his programme for the Engineer to carry out examination of the work before covering up. Requests for inspections should be made in writing to the Engineer at least 24 hours before such inspections are required. Requests for inspections should coincide with the Engineer’s weekly site visit.

The Engineer attends with the purpose of examining any art of materials of the works at the date of time agreed on with the Contractor and it is found that the works or materials are not ready for inspection, the Contractor shall be responsible for the costs of that visit by the Engineer.

1.4.9 Samples and testing

It is deemed that the Contractor has made provision in his tender price for the cost of providing material samples and all testing that is required in terms of the contract. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the materials comply to requirements and, where prescribed, the compaction comply with the work specifications.

1.4.10 Maintenance of accesses and streets

The operation of constructions vehicles on existing roads of streets shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or amendment thereof.

The Contractor must note that no additional payment will be made for the construction and rehabilitation of any temporary access roads to the site, borrow areas or spoil.

The Contractor will make use of existing streets for the hauling of materials to or from the site, and will be held responsible to clear any spillages caused by his activities on or near the streets by adequate means necessary within three (3) hours after such spillage has occurred. During the time between which the spillage occurred and the clearing thereof,

the Contractor shall apply reasonable measures as required to ensure the safety of other road users and the public in general.

1.4.11 Temporary fences

The Contractor shall erect temporary fences where required for the execution of the Works, where indicated on the drawings and in place of existing fences which have to be temporarily relocated.

The temporary fences shall be maintained during construction.

The cost of the erection, maintenance and removal of temporary fencing will be deemed to be covered by the rates for hoarding.
1.5 Weather conditions

1.5.1 Extension of time resulting due to abnormal rainfall

Extension of time will not be considered for normal rainfall but only for abnormal rainfall or adverse conditions and will be calculated in accordance with the following method:

a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed – as given in the Schedule below.

b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of Work, plus any approved extension thereof, as follows:

   i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor’s programme. Only delays on working days will be considered.

   ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.

   iii) The net extension of time determined for each month which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.

   iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

**SCHEDULE**

The number of working days lost as a result of rainfall and adverse conditions:

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAYS</th>
<th>MONTH</th>
<th>DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>3</td>
<td>July</td>
<td>3</td>
</tr>
<tr>
<td>February</td>
<td>2</td>
<td>August</td>
<td>4</td>
</tr>
<tr>
<td>March</td>
<td>3</td>
<td>September</td>
<td>4</td>
</tr>
<tr>
<td>April</td>
<td>2</td>
<td>October</td>
<td>3</td>
</tr>
<tr>
<td>May</td>
<td>3</td>
<td>November</td>
<td>4</td>
</tr>
<tr>
<td>June</td>
<td>2</td>
<td>December</td>
<td>3</td>
</tr>
</tbody>
</table>

1.5.2 Recording of weather

The Contractor shall provide and erect an approved rain gauge on site. All rain fall and other adverse weather conditions affecting the contractual time for completion in terms of Clause 5.12 of the General Conditions of Contract (2015) shall be recorded in the daily site diary.
1.6 Environment

1.6.1 Environment management plan

The Contractor shall comply with the provisions of the environmental plan which is included in the specification data.

1.6.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and affective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

1.6.3 Preservation of flora and fauna and soil conservation

- The Contractor shall:
  - Take all the precautions to prevent the erosion of soils and/or loss for injury to domestic and other animals from any lands used or occupied by the Contractor;
  - Refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract;
  - Ensure that no vegetation of trees outside the site boundaries are disturbed, damaged or destroyed. A penalty or R1 000-00 per tree for any tree damaged or destroyed may be charged to the Contractor.
  - Take care to cause the minimum of disturbance to the fauna and flora.
  - Take precautions to keep the risk of fire to a minimum.
  - Arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
  - Take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
  - Prohibit all firearms from the site and temporary camps.

1.7 Format of communications

Communication regarding the contract shall be channelled through the Engineer or his duly appointed representative. All verbal communication shall be confirmed in writing by fax or e-mail within 24 hours of such communication.

1.8 Key personnel

A Personnel Schedule is included with the returnable documents included in this document. This schedule must be completed at time of tender and the personnel whose names appear on the schedule shall be available full-time for the duration of the contract. Changes to the proposed personnel may only be made with the Engineer’s written permission.

The Contractor shall provide the Engineer with the full names, qualifications, experience and contact details of his key personnel within 7 days of the commencement date of the contract.
1.9 Site meetings

Site meetings shall be held monthly or as frequently as is required on the site for the duration of the Contract on dates and times to be agreed.

**Community/Technical meeting shall be held on a monthly basis**

The Engineer or his authorized representative will visit the site to conduct inspections and for the purpose of technical meetings, if required.

It is expected that the contract’s manager, site agent and community liaison officer will attend the site meetings and that the site agent will attend the site visits by the Engineer.

At such site meeting the Contractor shall provide an updated programme and progress report, cash flow, labour report detailing with the use of local and permanent staff for the month and plant and equipment report.

**Payment certificates**

The Contractor can submit his claim for payment once monthly

Calculations to substantiate the quantities claimed must be submitted with each monthly claim.

The proof of ownership of unused materials must be submitted together with any claim made to the payment of unused materials on site. No payment for materials on site will be made without declaration of ownership. A pro forma declaration of ownership is included in this document.

2 HEALTH AND SAFETY

2.1 Background

In terms of the Construction Regulations (Regulation 4(1) (a) of the Occupational Health and Safety Act, Act No. 85 of 1993, the Employer is required to compile a Health and Safety specification and the Principle Contractor, appointed by the Employer in terms of the said Act is required to prepare an Occupational Health and Safety Plan.

This plan must be prepared in terms of Regulation 5(1) as well as the Employer’s Occupational Health and Safety specifications. In terms of Regulation 4(2), the Employer and the Principle Agent are required to agree on the Occupational Health and Safety Plan before any work may commence.

The Employer’s Occupational Health and Safety specifications are contained in Specification OHS bound into this document.

2.2 Framework for an Occupational Health and Safety Plan

The Principle Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor may be required to submit the following documentation for perusal and verification by the Employer:
a) Management structure,
b) Quality plan,
c) Human resources plan,
d) Letter of good standing from the Compensation Commissioner or licensed compensation insurer.
e) Proof of induction and other training of employees, and
f) Example of copies of minutes of previous Occupational Health and Safety Committee meetings and Incident Investigation Reports.

2.3 Occupational Health and Safety Plan at tender stage

Tenderers are required to submit an Occupational Health and Safety Plan with their tenders. This will be a preliminary plan that will be finalized after the award of the contract.

The plan at tender stage should be based on the following:

a) Management structure,
b) A proper risk assessment of the construction work,
c) Identification of potential hazards and unsafe working conditions,
d) Notifying and training of employees in hazardous and risk areas,
e) Provision of a safe working environment,
f) Provision of adequate, well maintained safety equipment,
g) Ensuring the safety of any sub-contractors through their safety
h) Monitoring the health and safety on site through health and safety audits and inspections conducted on a regular basis, and
i) Appointment of competent and experienced safety officers.

2.4 Restricted public access to the site

All temporary excavations shall be protected as per the OHS specifications.
CONSTRUCTION

1. WORKS SPECIFICATIONS

1.1 Applicable SANS 2001 Standards

The provisions of the SANS 1200 standardized specifications, as amended, take preference over the provisions of the SANS 2001 standards.

1.2 Applicable National and International Standards

   a) Although not bound in nor issued with this document the following standardized Specifications for Civil Engineering Construction from part of this document and not withstanding Sub-clause 2.2 of SANS 1200 A, the edition specified below and Technical Specifications shall apply:

      SANS 1200 A - 1986 : GENERAL
      SANS 1200 AA - 1986 : GENERAL (SMALL WORKS)
      SANS 1200 AB - 1986 : ENGINEER'S OFFICE
      SANS 1200 AH - 1986 : GENERAL (STRUCTURAL)
      SANS 1200 G - 1982 : CONCRETE (STRUCTURAL)
      SANS 1200 GA - 1983 : CONCRETE (SMALL WORKS)

      The term “project specifications” appearing in any of the SANS 1200 standardized specifications must be replaced with the term “scope of work”.

   b) The variations and additions to the specifications listed in 1.2(a) follow. The clauses are lettered using alphabetical identification of the applicable standardized specification. Should any variation and/or addition conflict with the requirements of the standardized specification, the variation or addition shall prevail.

1.3 Particular and Generic Specifications

   All particular and/or generic specifications bound into this document in Section 5, are applicable for this contract:

2. EXISTING SERVICES

2.1 Known Services

   All municipal services are connected to the houses. Special care must be taken to locate the services and prevent any damage to the services.

3. SITE ESTABLISHMENT

3.1 Camp Site to be approved by the employer

3.1.1 Water supply

   Water for construction may be obtained from the existing water supply if available.
3.1.2 Power supply

Electric power shall be the responsibility of the Contractor.

3.1.3 Camp site and material storage area

The Employer undertakes to identify an area for Contractor’s camp site as close as possible to the vicinity of the works. The Contractor may nevertheless find his own site subject to approval by the Employer. The Contractor must however make his own arrangements for the provision of services (e.g. water, sewer, electricity, security, etc) with the relevant departments of the local authorities.

On completion of the construction works the surface of the areas used shall be cleared to the satisfaction of the engineer.

3.1.4 Housing

No housing is available and the Contractor shall make his own arrangements to house his employers and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements. Apart from the night watchmen, no employees may reside or overnight on the Site.

3.1.5 Disposal sites

Vegetation cleared shall be disposed of at a Municipal solid waste site

3.2 Facilities provided by the Contractor

3.2.1 Temporary Offices

A furnished office for the Engineer is required.

Site meetings shall be held in the Contractor’s office, which must be big enough and have sufficient seating for this purpose.

If the contractor does not erect dedicated offices the municipal/community facilities can be considered for meeting purposes.

3.2.2 Sanitary facilities

The Contractor shall supply chemical or other approved toilets for the use of his workmen. The number of toilets to be based on at least one toilet per fifteen (15) personnel on site.

3.2.3 Telephone facilities

The Engineer shall provide his own cellular phone but the contractor will reimburse the engineer at a rate as reflected in the amount stipulated in the Bill of Quantities.

3.3 Other facilities and services

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB:

i) One name board,

ii) Office (minimum 24 m2)
ii) Survey equipment,
iii) Site instruction books (in triplicate),
v) Protective clothing,
vi) Safety equipment,
vii) Medical facilities
viii) 24 hours security,

3.4 Site instruction book

A triplicate book for site instructions shall be supplied free of charge by the Contractor. The book shall be accessible to the Engineer during normal working hours. The Contractor shall hand the book to the Engineer at the end of the construction work.

3.5 Notice boards

The Contractor shall supply, erect and maintain for the duration of the Contract, the notice boards providing name and emergency contact details of the Contractor and the senior staff members responsible for the Contract.

One notice board shall be erected at the entrance to the site and the other on the external wall of the site office, next to the door.

4. SURVEY CONTROL AND SETTING OUT OF THE WORKS

Survey, control and benchmark pegs shall be pointed out to the Contractor. The Contractor shall be solely responsible for the protection of these pegs. The Contractor’s attention is drawn to the requirements of SANS 1200 A : General clause 5.1 Survey in this respect.

5. FEATURES REQUIRING SPECIAL ATTENTION

5.1 Safety regulations

Both the “Factories, Machinery and Building Work Act (Act22 of 2041) and the “Machinery and Occupational Health and Safety Act (Act 6 of 1983)” must wherever they appear in the SANS 1200 standardized specifications, be substituted by the “Occupational Health and Safety Act (Act 85 of 1995)”.

5.2.1 Record drawings

As the work progress, the Contractor shall keep full sets of records, of all true levels, sizes and positions of services as well as all amendments to and deviations from the drawings issued by the Engineer, from time to time. This information must be submitted monthly with the Contractor’s claim for payment. A separate set of drawings will be issued to the Contractor for this purpose.

The completion certificate shall only be issued after the Engineer has received a properly completed set of “record” drawings from the Contractor. No separate payment shall be made from this service as all costs related thereto shall be deemed to be included in the rates for the relevant terms.

6. SANITARY CONDITIONS

Unhygienic habits and other behaviour that may cause contamination of any part of the works of the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary
conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule. Adequate toilet and ablution facilities for all personnel on the site shall be provided.

**SPECIFICATION DATA**

The following specifications form part of this contract:

3.5.3. **STANDARDISED SPECIFICATION FOR CIVIL ENGINEERING CONSTRUCTION**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Year</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 1200 A</td>
<td>1986</td>
<td>GENERAL</td>
</tr>
<tr>
<td>SANS 1200 AA</td>
<td>1986</td>
<td>GENERAL (SMALL WORKS)</td>
</tr>
<tr>
<td>SANS 1200 AB</td>
<td>1986</td>
<td>ENGINEER’S OFFICE</td>
</tr>
<tr>
<td>SANS 1200 AH</td>
<td>1986</td>
<td>GENERAL (STRUCTURAL)</td>
</tr>
<tr>
<td>SANS 1200 G</td>
<td>1982</td>
<td>CONCRETE (STRUCTURAL)</td>
</tr>
<tr>
<td>SANS 1200 LB</td>
<td>1982</td>
<td>CONCRETE (SMALL WORKS)</td>
</tr>
</tbody>
</table>

The Contractor may obtain copies from the South African Bureau of Standard, or it may be viewed at the offices of the Engineer at 26 High Street, Knysna.

3.5.2 **STANDARD CONDITIONS OF TENDER**

SANS 294 2004 *Construction Procurement Processes, Procedures and Methods*

3.5.3 **OTHER APPLICABLE SPECIFICATIONS**

3.5.3.1 Standard specifications and alterations to standard specification which are bound into this document on the pages directly following this paragraph.

3.5.3.2 Occupational Health and Safety Specification which is bound into this document in Annexure F

3.5.3.4 Project Specifications(Section 13.2)
Site Facilities

PS1.1 Power and water supply
The provision of power and water supply to meet the requirements of this project is the responsibility of the Contractor and he shall make his own arrangements, if required, with the tenants of the individual houses and be responsible for all costs involved.

PS1.2 Camp site
The Contractor may erect his site offices and materials storage depots within the boundaries of the works site. The contractor must leave adequate space for stockpiling of materials and ensure access for other sub-contractors when determining the position of the camp site. These premises shall be kept tidy at all times and the Contractor is required to restore the area to its original condition on completion of the contract.

The campsite must satisfy the requirements of the Municipal Health Inspector and the Health and Safety Officer.

All latrines are to be kept in a sanitary condition.

PS1.3 Notice Board
One notice board shall be erected at a point approved by the Engineer, the wording of which shall be approved by the Employer.

PS2 Special conditions (also refer to Preambles to Schedule of Quantities)

PS2.1 Survey pegs
The contractor shall engage the services of a registered Land Surveyor to replace all survey pegs and beacons damaged or removed during the construction process.

PS2.3 Local labour (minimum of 75% of ward based labourers is prescribed)

PS2.4 Standing time costs
In terms of the General Conditions of Contract, the Contractor may be entitled to compensation for standing time under certain special circumstances, and provision in such instances is be provided for in the Schedule of Quantities, under Preliminary and General Section. Contractor must keep detailed records of such circumstances.

The standing time cost shall be measured on a daily basis, each working day consisting of 9 hours. The rate shall include all costs, such as Preliminary and General related costs and any other costs that the Contractor may deem necessary.

This clause shall in no way prejudice the right of either Employer or Contractor in terms of the General Conditions of Contract
PS2.5 Environmental Control

PS2.6 Reinstatement of scarred areas

The Contractor shall reinstate all areas, which have been scarred for whatever reasons, to its original state to the satisfaction of the Engineer, including the removal of all materials as directed by of the Engineer.

PS2.7 Noise (refer to Clause 4.1 of SABS 1200A)

ALTERATIONS TO STANDARD SPECIFICATIONS

PSA 3 Materials (SANS 1200 A (1986) Section A: General
PSA 3.1 Quality

All materials have to comply with specification. The Contractor shall replace defective or damaged materials at his own cost.

their relevant clauses of the
Materials such as piping, valves and cast iron fittings shall bear the SABS or BS mark.

Materials not bearing either of these marks may be accepted by the Engineer at his own discretion, but may be subject to the relevant compliance test. An approved body such as the SABS, at the Contractor’s cost, shall carry out these tests.

The Contractor shall not use any materials that have not been approved by the Engineer.

PSA 4 Plant
PSA 4.2 Contractor’s offices, stores and services

The Contractor shall make his own arrangements on the site (See PS 1.2).

PSA 5 Construction
PSA 5.1.1 Setting out the Works

The Contractor shall be responsible for all setting out work, including boundary pegs by a Land Surveyor, which may be used as reference pegs.

PSA 5.1.2 Erven boundary pegs

If this work is to be deemed necessary during construction stage, the Engineer shall instruct the appointed Land Surveyor to place all necessary beacons.

The cost of this work may be to the Employer’s account, but it shall remain the responsibility of the Contractor to protect such beacons. Any costs incurred by the Employer to replace these beacons shall be to the Contractor’s account. An item for this purpose shall be included in the Schedule of Quantities.

**Pegs for construction purposes shall be to the contractor’s account**

All other survey and setting out work apart from the above will be paid under the items measured in the Schedule of Quantities.

PSA 5.2 Watching, barricading, lighting and traffic crossings

Unless otherwise agreed by the Engineer, all work shall be carried out during weekdays (Monday to Saturday) between normal working hours.

The Contractor shall provide all temporary services and signage as may be required to ensure a high degree of safety and adequate access to the properties affected by construction work.

These services shall be provided at the Contractor’s expense.

**It is extremely important that the Contractor will ensure that all excavations close to pedestrian and vehicular traffic is well demarcated and visible.**
All temporary traffic work shall be carried out in accordance with Road Traffic Regulations in a practical and efficient manner.

PSA 5.5 Dealing with water

The Contractor shall allow in his costing for dealing with stormwater and water originating from communal water supply points.

PS 8.5 Provisional Sums by Engineer
PSA 8.5.2(a) Work executed by others

When certain work is be executed by others, a provisional sum has been allowed in the Schedule of Quantities to provide for such work, and the Contractor shall upon receiving instructions from the Engineer, make payments to others. The Contractor shall add the specified percentage to cover his overheads and profit.

PSA 8.8 Temporary works

The Contractor shall allow and additional sum over and above the work as specified in Clause PSA 5.2, particularly for the provision of temporary detours and traffic movement in a safe and acceptable manner.

PSAB Engineer’s office (SABS 1200 AB 1986)

PSG Concrete (SABS 1200 G 1982)

PSG Materials

PSG 3.1 Approval of Materials

If the Contractor is going to mix concrete on site the Contractor shall submit a statement from an approved laboratory that all the materials required for the manufacture of concrete on Site, including water has been approved by the laboratory.

The type of cement and sources of course and fine aggregate as well as water shall not be changed without the prior approval of the Engineer.

PSG 3.2.1 Cement

Unless agreed to otherwise by the Engineer, the cement generally used on the Works shall be Ordinary Portland Cement

PSG 3.2.3 Storage of Cement

Notwithstanding the requirements of subclause 3.2.3, cement and other cementitious materials shall not be kept in storage on Site for longer than two months.

PSG 3.5 Admixtures

No admixtures shall be used in any concrete in the Works without the consent of the Engineer.

PSG 5 Construction
PSG 5.1.2 Fixing

Welding reinforcement as a means of securing it against displacement will not be permitted.

PSG 5.1.3 Cover

The cover of concrete over reinforcement shall in no case be less than 40mm with a tolerance of 10mm.

PSG 5.5.1.2 Consistency

(d) Should the Engineer approve of the use of a superplasticiser, a different range of slumps may be required.

PSG 5.5.1.5 Durability

The water: cement ration of all cement for this project shall not exceed 0.53.

PSG 5.5.1.6 Prescribed Mix Concrete

Mix proportions:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Size of Stone (mm)</th>
<th>Cement (kg)</th>
<th>Sand (m³)</th>
<th>Stone (m³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20/19</td>
<td>19</td>
<td>50</td>
<td>0.140</td>
<td>0.125</td>
</tr>
<tr>
<td>15/19</td>
<td>19</td>
<td>50</td>
<td>0.125</td>
<td>0.145</td>
</tr>
</tbody>
</table>

While the proportion of cement to the combined quantity of sand and stone must remain constant for each grade of concrete, as set out above, the relative proportions of sand and stone may be adjusted, if required by the Engineer, so as to obtain the most suitable consistency of concrete, due allowance being made for the bulking of sand due to moisture.

No water shall be added without the consent of the Engineer.

The fine and course aggregates approved for use in strength concrete Grades 35,30 and 25 are to be used for prescribed concrete mixes Grades 20 and 15.

PSG 5.5.1.7 Strength Concrete

The concrete mixes for the abovementioned grades of strength are to be designed by a recognized laboratory at the Contractor’s cost.

PSG 5.5.2.3 Aggregates

Notwithstanding the fact that in Clauses PSG 3.7 and PSG 3.8 the proportions of sand and stone aggregates are given by volume, in the case of strength concrete batching is to be by mass using an approved type of weight-batching plant.
PSG 5.5.3.2 Ready Mixed Concrete

Concrete produced at a central concrete production facility other than at the site of the Works shall be accepted for use in the Works. Tests on ready mixed concrete shall be carried out on site in accordance with clause 7 of SABS 1200G.

PSG 5.5.13 Grouting

a) Grouting of Pipes and Specials

The Contractor shall be responsible for the grouting of pipes and specials in the holes formed by him in the concrete for this purpose, after assembly and mounting of the pipe work.

b) Grouting of HD-Bolts and Bedplates

The Mechanical Contractor will provide all the HD-Bolts for the mounting of equipment and piping, as well as dimensions and details required for casting the concrete base plinth and forming holes for the HD-bolts by the Contractor. The Contractor shall also be responsible for securing the HD-bolts with grout.

All the equipment will be mounted and levelled by the mechanical contractor with the HD-bolts correctly grouted in.

After the Engineer is satisfied that every unit has been correctly fitted, and levelled and that all the assembly of all the equipment has been completed by the mechanical contractor, the Contractor shall completely fill all voids inside and under the case plate of each unit with grouting, neatly striking of the surfaces as indicated by the Engineer.
NOTE:
ALL BRICKWORK (BOTTOM FLOOR) TO CONSTRUCT THE STAIRS TO BE INCLUDED IN UNIT PRICE.
19. 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 less than 3 months old)
5. Contractor’s CV (namely the contracts manager and site agents)
6. Documentation supporting functionality criteria.
7. Completion letters of projects listed in the functionality section