



Knysna
Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER DOCUMENT

TENDER NUMBER:		T 33 of 2025/26	
TENDER DESCRIPTION:		EXPRESSION OF INTEREST FOR APPOINTMENT OF EMERGING CONTRACTORS FOR THE CONSTRUCTION (LABOUR AND MATERIALS) OF LOW INCOME HOUSES (24M ² - DOUBLE STOREY, 40 M ² - SINGLE STOREY AND 48 M ² - SEMI-DETACHED DOUBLE STOREY, 45 M ² SINGLE STOREY), RETAINING WALLS , PLATFORMING, , MINOR CONCRETE WORKS, MINOR CIVIL WORKS AND REMOVAL OF ASBESTOS ROOF WITHIN KNYSNA MUNICIPAL AREA FOR A PERIOD OF 15 MONTHS.	
CLOSING TIME:	12H00	CLOSING DATE:	22 April 2026
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. No Tippex is allowed. 3. Bids must be completed in black ink in writing. 4. Scanned document in a USB must be submitted with the tender. 5. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Tendered Amount:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			

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

**Signature of Knysna
Municipality Officials at Tender
Opening**

1.

2.

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			
POSTAL ADDRESS:									
		City/Town				Code			
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:				CIDB CRS NUMBER:					
TCS PIN				FACSIMILE NUMBER:					
E-MAIL ADDRESS:									
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				

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
	NOTICE NO :	1	DEPARTMENT:
			INTEGRATED HUMAN SETTLEMENTS
ADVERTISED IN:	KNYSNA-PLETT HERALD, ACTION ADS, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E- TENDER PORTAL		
BID NO:	T 33 OF 2025/2026	PUBLISHED DATE:	19 March 2026
Bids are hereby invited for (Tender Description):	EXPRESSION OF INTEREST FOR APPOINTMENT OF EMERGING CONTRACTORS FOR THE CONSTRUCTION (LABOUR AND MATERIALS) OF LOW-INCOME HOUSES (24M² - DOUBLE STOREY, 40 M² - SINGLE STOREY AND 48 M² - SEMI-DETACHED DOUBLE STOREY, 45 M² - SINGLE STOREY), RETAINING WALLS, PLATFORMING, MINOR CONCRETE WORKS AND REMOVAL OF ASBESTOS ROOF WITHIN KNYSNA MUNICIPAL AREA FOR A PERIOD OF 15 MONTHS.		
	No later than 12H00	On the Date:	22 April 2026
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna		
AVAILABILITY OF BID DOCUMENTS:			
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Information centre – SCM – Tenders).			
Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.		Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.	
Date Available:	19 March 2026	Non-refundable Documentation Fee:	R 0.00
BID RULES:			
1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna. Bids may only be submitted on the formally issued bid documentation. The evaluation of this bid will be subject to functionality scoring. Tenderers must achieve a minimum functionality score of 70 out of 110 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 Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022 A maximum of twenty-one (21) contractors will be appointed and only responsive EOI's will be considered. The rankings of the contractors will be determined by their B-BBEE Level of Contribution as per the Preferential Procurement Regulations, 2022. Should more than one contractor have the same B-BBEE Level of Contribution, the points scored for functionality will be the determining factor. If the scores remain tied, lots will be drawn. The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.			
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017).			
Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.knysna.gov.za			

Tenders shall be evaluated in terms of the Knysna Municipality Supply Chain Management Policy incorporating Preferential Procurement		Bidders may claim preference points in terms of their B-BBEE status level of contribution.	
Preferential Procurement Point System Applicable		80/20	
CIDB Registration and NHBC registration required	1GB -5GB or 1CE-5CE and NHBC	Validity Period	180 Days
Validity period	180 Days		
Site Meeting/Information Session	Compulsory Clarification Meeting will take place on Tuesday 31 March 2026 from 10:00 at Knysna Municipality Committee Room , 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 is more than fifteen (15) minutes late .		
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Integrated Human Settlements	Section:	Supply Chain Management
Contact Person:	Herbert Daries	Contact Person:	Mzwanele Mato
Tel:	Written Enquiries Only	Tel:	Written Enquiries Only
Email:	hdaries@knysna.gov.za	Email:	mmato@knysna.gov.za
AUTHORISED BY:		ACTING MUNICIPAL MANAGER	Dr Richard Martin

KNYSNA MUNICIPALITY TAX CLEARANCE CERTIFICATE REQUIREMENTS	
It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.	
1.	In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
3.	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.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers 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, shareholder ²)
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?	YES / NO															
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?	YES / NO															
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?	YES / NO															
3.13.1.	If so, furnish particulars.																
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO															
3.14.1.	If so, furnish particulars.																
4.	Full details of directors / trustees / members / shareholders:																
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:																	
Full Name				Identity Number								Individual Tax Number for each Director				State Employee Number	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
--------------	-----------	--------------

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NB: BBBEE Contribution Status Level will be applied in order to allocate preference points.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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.	wilfully 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 <i>audi alteram partem</i> 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) 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.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

KNYSNA MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
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). ² Collusive bidding is a <i>per se</i> 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: - take all reasonable steps to prevent such abuse; - 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 - 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:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number	T 33 of 2025/26
Description:	EXPRESSION OF INTEREST FOR APPOINTMENT OF EMERGING CONTRACTORS FOR THE CONSTRUCTION (LABOUR AND MATERIALS) OF LOW-INCOME HOUSES (24M² - DOUBLE STOREY, 40 M² - SINGLE STOREY AND 48 M² - SEMI-DETACHED DOUBLE STOREY, 45 M² - SINGLE STOREY), RETAINING WALLS, PLATFORMING, MINOR CONCRETE WORKS AND REMOVAL OF ASBESTOS ROOF WITHIN KNYSNA MUNICIPAL AREA FOR A PERIOD OF 15 MONTHS
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:	
certify, on behalf of (Name of Bidder):	
That: - I have read and I understand the contents of this Certificate; - I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; - I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; - 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; - 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: - has been requested to submit a bid in response to this bid invitation; - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and - provides the same goods and services as the bidder and/or is in the same line of business as the bidder	

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

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.

³Joint 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.

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
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 any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS: - Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
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Version 3.0

KNYSNA MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"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.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"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.
"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.
"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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"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.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.

"SCC"	means the Special Conditions of Contract.
"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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific 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 on the municipality / municipal entity website.
4. Standards	
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	
5.1.	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2.	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3.	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4.	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	
6.1.	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6.2.	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance security	
7.1.	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2.	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3.	The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1.	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
7.3.2.	a cashier's or certified cheque
7.4.	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises 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 clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. 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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

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

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:

14.1.2.1.	advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
14.1.2.2.	following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	
16.1.	The method and conditions of payment to be made to the supplier under this contract shall be specified.
16.2.	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3.	Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
16.4.	Payment will be made in Rand unless otherwise stipulated.
17. Prices	
17.1.	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders	
18.1.	In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.
19. Assignment	
19.1.	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	
20.1.	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	
21.1.	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2.	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3.	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.4.	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
21.5.	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 supplier's expense.

and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default
23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction. 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated. 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; 23.6.2. the date of commencement of the restriction 23.6.3. the period of restriction; and 23.6.4. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-dumping and countervailing duties and rights
24.1. When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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.
25. Force Majeure
25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency

26.1.	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	
27.1.	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2.	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3.	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4.	Notwithstanding any reference to mediation and/or court proceedings herein,
27.4.1.	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.4.2.	the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.
28. Limitation of liability	
28.1.	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
28.1.1.	the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
28.1.2.	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	
29.1.	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	
30.1.	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	
31.1.	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
31.2.	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	
32.1.	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2.	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3.	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4.	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts	
33.1.	The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts	
34.1.	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices	
35.1.	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
35.2.	If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for

investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

KNYSNA MUNICIPALITY

TENDER SPECIFICATIONS

TENDER NUMBER

T 33 OF 2025/26

TENDER DESCRIPTION:

EXPRESSION OF INTEREST FOR APPOINTMENT OF EMERGING CONTRACTORS FOR THE CONSTRUCTION (LABOUR AND MATERIALS) OF LOW-INCOME HOUSES (24M² - DOUBLE STOREY, 40 M² - SINGLE STOREY AND 48 M² - SEMI-DETACHED DOUBLE STOREY, 45 M² - SINGLE STOREY), RETAINING WALLS, PLATFORMING, MINOR CONCRETE WORKS AND REMOVAL OF ASBOSTOS ROOF WITHIN KNYSNA MUNICIPAL AREA FOR A PERIOD OF 15 MONTHS

1. PURPOSE

The Knysna Municipality wishes to appoint emerging contractors for the construction of Low-income housing units within Knysna Municipal area for a period **of 15 months**.

6. BACKGROUND

The Integrated Human Settlements seeks to complete construction of Housing units by choosing from a “pool of emerging contractors” skilled in construction works (building and civils) within the approved subsidy quantum.

EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIAL SUPPLY, LABOUR, SECURITY FOR MATERIAL AND THE PROPERTY WHILE UNDER CONSTRUCTION AND THE PROVISION OF NECESSARY PLANT, TOOLS AND TRANSPORTATION.

THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC), 3RD EDITION (2015) WILL BE APPLICABLE TO THIS TENDER

7. OBJECTIVE

The objective of this request for proposals is to acquire the services of building contractors for the construction of Low-income Housing, units inclusive of material provision and Labour, and Minor Civil Works in the Greater Knysna Municipal Area. Knysna Municipality will appoint its own professional team (engineer and roof inspector) on this tender.

8. METHODOLOGY

The housing units are to be constructed 9 9** - must be built according to the approved building plans (as amended from time to time) and will be either 24m², 40m², 45m² and 48m² in size. **Building material must conform to the specifications and standards outlined in the Norms and Standard for subsidized houses as determined by the National Department of Human Settlement. The Employer's agent (professional service provider) has the authority to examine, sample and test the material to ensure that requirements are met.**

Each contractor shall be allocated works in accordance with the applicable value based on the CIDB grading. No order will be issued higher than the maximum amount of the CIDB Grading

Where the CIDB grading is upgraded during the contract, the allocation will be revised accordingly.

Performance of service providers will be continuously evaluated and assessed by the professional service provider during construction. Once the contractor has reached 90% completion or practical completion phase of the units allocated to him/her, the professional service provider shall furnish the employer with a recommendation for further allocation.

The employer shall table the recommendation to the allocation committee which shall be composed of SCM official/s and 3 of the user department. The committee shall proceed to make a recommendation for approval by Director: Integrated Human Settlement, after which a letter of allocation is issued by the Director Integrated Human Settlement.

Once the site for construction is handed over to the contractor, works must be completed as follows"

- 6 weeks for a 40m²,
- 8 weeks for a single double storey
- 12 weeks semi-detached double storey (48m²) unit.

Contractors will be expected to submit a work programme to employer's agent in line with the timeframes above.

If the contractor wants to apply for extension of time due to delays beyond the contractor's control such as unforeseen site conditions, adverse weather and unrest such application must be submitted in writing to the employer's agent on this project who will adjudicate the application and inform the employer of the outcome. This will be handled in terms of clause 5.12 .1; 5.12.2 of the General Conditions of Contract 2015 (GCC)

Payments to the contractor will be done according to the agreed milestone and in terms of clause 6 of the General Condition of Contract 2015 (GCC). Once a milestone has been reached, the contractor will submit his/her claim to the employer's agent who has 7 days to certify the payment and provide a certificate for payment to the employer. Once the employer received the certificate from the employer's agent and a tax invoice from the contractor, the employer shall pay the amount due within 28 days.

A cession will be considered under the following circumstance and subject to the approval of the Accounting Officer:

- a) To make a direct payment to a material supplier on request from the service provider
- b) To make direct payment for plant hire on request from the service provider

Accounting officers of all parties must append signature on the cession agreement prior to implementation. A quotation from the material supplier and plant hire company must accompany the cession agreement.

Prior to any payment process a delivery note from the material supplier and plant hire company must be made available to the employer's agent in order to determine the value.

9. SCOPE OF WORK

The Integrated Human Settlements seeks to complete construction of 100 units per annum should funding allow by choosing from the panel of emerging contractors skilled in general building works, similar to (but not limited):

- Building works: Blockwork, plastering, windows, etc
- Carpentry: Roof structure, ceiling, trap doors,
- Internal Plumbing: Internal sanitary fittings,
- External Plumbing: Connecting of sewer and water to Municipal mainlines,
- Plaster & Painting: Internal and external finishes,
- Electrical: Liaising with Electrical Contractors appointed to execute the electrical installation,
- 600 mm wide Concrete Apron surround
- Insulation installation
- Finishes & general: Ironmongery, Trim and shape house surround, doors
- Provide all the material for the completion of works,
- Minor civil works
- Demolishing and asbestos removal

10. DELIVERABLES

Contract and Site Information

2.1 The law applicable to this document:

Republic of South Africa

2.2 Works identified (LABOUR AND MATERIAL SUPPLY): All works shall be to NHBRC regulations. The rate stipulated shall include for all labour, scaffolding, shutter formwork, workman's compensation, material provision and any other costs deemed necessary to complete the construction of the house as specified and indicated on the drawings availed at the commencement of works.

House designs are based on the attached drawings used previously for housing units built in Knysna Municipality or as amended from time to time.

The Contractor shall also take note that it is a requirement that labour acquired for the complete construction be **secured from the local communities and preference should be given to the actual house beneficiaries**. In addition, the monthly Expanded Public Works Programme (EPWP) form (Refer Annexure B) shall be completed fully for submission once a month.

RAFT FOUNDATION

2.2.1. Construction of a raft foundation based on the supplied drawings and approval by employer's agent (registered engineering technologist or registered professional engineer). Wet works shall commence only after the certification of the raft slab by the employer's agent. Concrete utilized for raft foundation shall be sourced from concrete suppliers only (ready mix) in accordance with the specifications on the building plan.

BUILDING AND WET WORKS

2.2.2. **Building wetworks:** Construction of internal and external walls using 390 x 190 x 140/90 mm building blocks with **hoop iron**, "brickforce", "brickgrip" etc.. roof construction will only commence after the employer agent certification.

The rate shall include for:

- Beam filling, movement joints
- The mixing of dry materials (sand and cement, etc.) and all other related actions in order to ensure the complete "wetwork" construction of the proposed 40 m² dwelling to gable height complete as specified of the layout drawings
- All scaffolding, ladders etc. in order to successfully complete all wetworks,

No chasing of the wall shall be allowed. Electrical cubing must be installed during this phase.

ROOF STRUCTURE

2.2.3. **Roof Structure:** Construction of pitched roof structure complete with double roman concrete roof tiles and underlay. As per attached drawings. The roof must be certified by a registered roof inspector.

The rate shall include for:

Supply and Fixing roof trusses and concrete roof tiles, rafters and purlins as shown on attached layout drawing complete,
Ceiling & Trap door to ceiling complete with isolation,
Fixing of fascia and barge boards, and
All scaffolding, ladders etc. in order to successfully erect roof structure complete with carpentry tools.

INTERNAL AND EXTERNAL PLUMBING

2.2.4. **Plumbing:** Installation of internal and external plumbing fittings and pipes for the dwelling to be fully functional.

The rate shall include for:

- ☐ Installation, connection and fitments of hand and kitchen basins (including kitchen cabinet), bath, toilet with pan complete with all fittings,
- ☐ Excavation of sewer and water connections to municipal erf connection points complete to specification, including backfilling and the connections of these services,
- ☐ Installation of external plumbing works ex. Gully and outlet pipes and indicated, All tool to complete the plumbing works.

EXTERNAL & INTERNAL PAINTING

2.2.5 **Finishing & General:** Painting and other related works to complete the successful handover of the dwellings.

The rate shall include for:

- ☐ External paint works complete with one coat of primer and two additional coats for finishing, Painting of house windows and external doors with sealer (5 coats). Internal doors with two coats as specified,
- ☐ Trimming and shaping of erf surround to ensure efficient storm water runoff,

- ☐ Inspection covers to bath side, Plastering to external & internal walls. Internal brickwork for bath,
- ☐ PRACTICAL COMPLETION: Shall include for the apron surround complete. Inspection shall take place prior to certification of payment upon which a snag list shall be drawn up. Only fully executed snags shall be considered in order to reach final handover stage.

FINISHING AND GENERAL

2.2.6 Finishing & General: Painting and other related works to complete the successful handover of the dwellings.

The rate shall include for:

- External paint works complete with one coat of primer and two additional coats for finishing, Painting of house windows and external doors with sealer (5 coats). Internal doors with two coats as specified,
- Trimming and shaping of erf surround to ensure efficient storm water runoff,
- Inspection covers to bath side, Plastering to external & internal walls. Internal brickwork for bath,
- PRACTICAL COMPLETION: Shall include for the apron surround complete. Inspection shall take place prior to certification of payment upon which a snag list shall be drawn up. Only fully executed snags shall be considered in order to reach final handover stage,
- FINAL COMPLETION: All snags and remedial works have been rectified or completed, the submission of the Electrical COC prior to certification for payment of this milestone,
- Hanging of internal and external door sets complete with ironmongery (locksets, 1.5 pairs hinges, handles). All brushes, cleaning equipment and small tools required to execute the works successfully.

2.2.7 MINOR CIVIL WORKS

Where necessary caused by a myriad of factors causing relocation of some engineering or minor extension of the service lines (Water and Sanitation), such will be carried out by the Service provider **on instruction by the employer's agent** and paid according to applicable rates. **The employer's agent will supply designs and certify the works.**

CONSTRUCTION OF RETAINING WALLS, AND PLATFORMING

The construction of retaining walls will be done according to the drawing that will be provided by the employer and supervise by the employer's agent.

- Unpacking of existing retaining walls where required.
- Repacking or retaining walls with existing blocks; and
- Packing of new retaining walls.

MINOR CONCRETE AND CIVIL WORKS

Wheelchair Ramps for disabled units.

2.3 Description: House to be erected on serviced land and includes casting of a raft slab and a first-floor slab for double storey as per the attached drawings.

2.4 Period for the commencement of the works after the contractor takes possession of the site: 5 calendar days,

2.5 Waiver of the Contractors Lien: Not applicable,

2.6 Provision of temporary services:

2.11.1	Water:	Employer
2.11.2	Electricity:	Contractor
2.11.3	Telecoms:	Contractor
2.11.4	Ablutions:	Contractor

REMOVAL OF ASBESTOS ROOF

The contractor will supply the employer with the registration certificate of his sub-contractor for the removal of asbestos roof before the work commence. **Proof of disposal must be submitted as attachment to the invoice.**

3.0 PRACTICAL COMPLETION DATES AND PENALTIES

3.1 The works per house structure shall be 6 weeks for a 40 square meter house and 8 weeks for a single double storey and 12 weeks for semi-detached double storey house from date of commencement. Works programme will be finalized **5 days prior to commencement of works**

4.0 DOCUMENTS AND GENERAL

4.1 Changes made to GCC standard documents no

4.2 works undertaken by direct contractors no sub-contracting will be allowed except for the removal of asbestos roof

4.3 Interim payment certificates to be issued by: employer's agent **in terms of clause 6 of the GCC in its entirety.**

4.3.1 A retention fee of 10% shall be deducted on all disciplines and shall be retained for 3 months after completion of works

4.3.3 No partial payment except for roof structure will be accepted. **(80% and final 20%)**

11. BID CRITERIA & PROCUREMENT POLICY

A maximum total of twenty-one (21) contractors will be appointed for this housing programme. The works will be executed within the greater Knysna Municipal area and housing unit allocation per contractor will be done as per the contractual requirements with the Department of Infrastructure. .

Allocation of works will be based on GIDB grading of the contractor.

GRADE	CURRENT (TVR)
1	500 000
2	1 000 000
3	3 000 000
4	6 000 000
5	10 000 000

Further allocation of works to a contractor will be dependent on the contractors performance.

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

Stage 1: Expression of Interest will be evaluated on the following criteria and EOI's that score less than **77 out of 110 points will be considered as non-responsive. Evaluation criteria and weight:**

1. Similar and Relevant experience carrying a weight of 30 points
2. Key Personnel carrying a weight of 60 points
3. Bank Rating carrying a weight of 10 points
4. Plant and equipment a weight of 10 points

Stage 2: The rankings of the contractors will be determined by their B-BBEE Level of Contribution as per the Preferential Procurement Regulations, 2022. Should more than one contractor have the same B-BBEE Level of Contribution, the points scored for functionality will be the determining factor. If the scores remain tied, lots will be drawn.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

12. APPLICABLE LAWS AND REGULATIONS

12.1. Supply Chain Management (SCM) Regulations

12.2. Preferential Procurement Regulations, 2022

12.3. Knysna SCM Policy

13. SPECIAL CONDITIONS

Special Conditions	Proof Attached Yes/No
In order to ensure compliance with the provisions of the Act (<u>Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)</u>), Each CONTRACTOR shall ensure a LETTER OF GOOD STANDING is provided to KNYSNA MUNICIPALITY to ensure that every contractor is registered & in good standing with the compensation fund / with a licensed compensation insurer as contemplated in the COIDA, 1993.	
If your specifications exceed the minimum specifications below, your bid will not be penalized or excluded:	
Valid certificate with the National Home Builders Regulation Council (NHBRC) must be attached.	
Valid Letter of Good standing from the Labour department must be attached.	
Valid CIDB Designation of 1 GB – 5GB or 1 CE – 5CE	
Liability Cover insurance from a registered financial Institution of a minimum value of R1 million for the duration of the contract	

**** NOTE: Failure to supply the required documents, as listed above, will result in your tender being deemed non-responsive.**

14. SPECIFICATION REQUIREMENTS

Non-compliance with the required specifications will result in bids being deemed as non-responsive.

12.1 Delivery Instructions

12.1.1 PRACTICAL COMPLETION DATES

The works per house structure shall be 6 weeks for normal 40m² unit and 8 weeks for single double storey unit and 12 weeks for semi-detached double storey from date of commencement. A week consist of 5 working days and exclude weekends.

14.2. Penalties

14.2.1. Penalties of R200 per day will be levied for late completion of a unit will be determined by professional service provider.
Clause 5.13 of the GCC will be applicable to this paragraph

15. Estimated Quantities Required

15.1. The estimated amounts are to be determined by the client in line with paragraph 19.

16. Maintenance & Repairs

16.1. Repairs to be done prior the expiry date of the retention period. Should the contractor fail to do the necessary repairs within **28** days after notification of it by the employer's agent, the client reserves the rights to appoint another contractor on

the panel to do the repairs. The cost of these repairs will be deducted from the contractor's retention money. **Clause 7.8.3 of the GCC will be applicable**

17. Occupational Health & Safety Requirements

- 17.1.** The contractors provide occupational health and safety plan in order to secure employees prior to the commencement of works. The contractor must appoint his own health and safety agent.

18. Retention

- 18.1.** The retention amount shall be retained to a maximum of three months after the units has been hand over to the Municipality at 10% for all invoices submitted by the contractor subject to clause 14.1 above.
- 18.2.** Where the contractor fails to rectify any defects as specified in clause 14.1, the retention amount shall be reduced.

19. QUALITY AND QUANTITY

- 17.1 Only services providers that comply with special conditions of tender and tender specifications will be considered.**
- 17.2 the employer's agent shall monitor the quality of workmanship.**

20. Key Performance Indicators

- 20.1.** The Service Provider will be notified if milestones are not met within specified timeframes
- 20.2.** If the Service Provider cannot submit satisfactory reasons why the milestone are not met, the allocation may be cancelled.
- 20.3.** **Where the contractor repeatedly fails to comply with the agreed timeframes the employer shall commence with the termination of contract in terms of clause 9 of GCC**

21. Pricing Requirements

- 21.1.** Tenders must note that the basis of the pricing for this contract shall be in accordance with "2023/24 Housing Subsidy Quantum and Grant levels of the National Human Settlement Programme" as approved on 4 August 2023 by the National Department of Human Settlements. Refer to the table below, extracted from Annexure A, D and I.

40m² unit R190 065,00 (clerks of work excluded)

45m²unit R245 400,00 (Clerk of works excluded)

24m²unit double storey unit R210 975,00 (Clerk of works excluded)

48m² semi-detached unit R421 950,00 (Clerk of works excluded)

Housing subsidy Quantum as annually approved by the Minister of Human Settlement will be applicable to this project. Services providers will be paid the housing subsidy quantum approved by the Minister of Human Settlements.

The construction of retaining which includes sub-soil drainage and the supply of all material at the following rates:

New retaining walls: R1 500/m²

Unpacking of existing retaining walls: R195/m²

Re-packing of existing walls: R495/m²

Platforming: R1400/m²

Minor concrete works: R1400/ m²

Minor Servicing: Estimated rates for servicing ae attached as an Annexure

Adhoc Service Pumping of concrete in areas which are inaccessible for concrete truck. R 6 182.00

21.2. The tender must be valid for 180 (hundred and eighty) days after closing date

21.3. Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

21.4. All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Knysna SCM Policy, the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations), the Asset Management Policy and the Asset Transfer Regulations.

21.5. Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).

21.6. The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

22. FUNCTIONALITY EVALUATION CRITERIA

FUNCTIONALITY EVALUATION

(a) Tenders will be pre-evaluated on the criteria as set out under (f).

(b) Bidders that score less than **70 out of 110** for the functionality criteria will be regarded as non-responsive. A maximum of twenty-one (21) contractors will be appointed and only responsive EOI's will be considered. The rankings of the contractors will be determined by their B-BBEE Level of Contribution as per the Preferential Procurement Regulations, 2022. Should more than one contractor have the same B-BBEE Level of Contribution and the scores remain tied, lots will be drawn.

(c) **Unclear or incomplete information provided will result in no points being allocated.**

(d) Bidders must therefore ensure that all information is provided.

(e) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	RELEVANT EXPERIENCE	30	
2	KEY PERSONNEL	60	
3	BANK RATING	10	
4	PLANT AND EQUIPMENT	10	
	TOTAL	110	

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

CRITERIA 1: SIMILAR & REVELANT EXPERIENCE

- a) A maximum of 30 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the following information provided and will be split as follows: Bidders must submit written references in the client letterhead of relevant projects completed within the last ten (10) years

DESCRIPTION	MAXIMUM POINTS	BIDDER SCORE
No relevant project references listed completed within the last 10years	0	
Up to 3 relevant project references completed within the last 10 years	1 reference letter =5 points 2 reference letters= 10 points 3 reference letters= 15 points	
More than 3 relevant project references completed within the last 10 years	4 reference letters = 20 points 5 reference letters = 25 points 6 reference letters = 30 points	

In order to claim points for the above, bidders must submit the following information on form C1 below:

- i) information of how long the business is in existence supported by company or business registration documents
- ii) detailed list of information containing
 1. names of previous clients/references
 2. description of work performed and when it was performed
 3. contact details of reference
 4. Bidders must submit written references in the client letterhead in order to be awarded points for experience.

NB: Relevant project experience in the construction and installation of services. In the case of sub contracting a letter of the main contractor that employed the contractor will be acceptable

FORM C1

CONTRACT NAME OR DESCRIPTION OF WORKS (NATURE, START DATE, END DATE)	CLIENT/REFERENCE	CONTACT DETAILS

CRITERIA 2: KEY PERSONNEL

- b) A maximum of 60 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the following information provided and will be split as follows:

DESCRIPTION	MAXIMUM POINTS		BIDDER SCORE
Site Supervisor/Foreman	11 years and over	15	
	6-10 Years	10	
	1-5 years	5	
Health AND safety must be registered SACPCMP	11 years and over	15	
	6-10 Years	10	
	1-5 years	5	
Registered Plumber with the Plumbing Industry Registration Board (PIRB)	11 years and over	15	
	6-10 Years	10	
	1-5 years	5	
Registered Electrician	11 years and over	15	
	6-10 Years	10	
	1-5 years	5	
	TOTAL	60	

In order to claim points for the above, bidders must submit the following documentation:

- Comprehensive CV for each professional. Failure to submit a comprehensive CV will result in zero points
- Registration documents for each of the professionals (Health and safety agent, Plumber and electrician) must be attached. Failure to attach the registration documents will result in zero points
- the consideration of experience will be asset on post registration

CRITERION 3: BANK RATING

- a) a maximum of 10 points will be awarded based on the information provided on form C2. The bidder must submit a copy of a letter from a recognized banking institution indicating the Bank Rating for determination as per the table below.

FORM C3

BANK RATING	POINTS ALLOCATION	BIDDER SCORE
C	10	
D	8	
E	6	
no submission	0	
Maximum points	10	

CRITERIA 4 PLANT AND EQUIPMENT

- a) A maximum of 10 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the following information provided and will be split as follows:

DESCRIPTION	MAXIMUM POINTS	BIDDER SCORE
truck/LDV bakkie own	10	
truck/LDV bakkie hire	10	
	10	

NOTE: Attach relevant NATIS documentation proving ownership of the truck/bakkie or hire agreement from the Hiring company stipulating it. Failure to supply the Municipality with a letter for the hiring or NATIS document as per above result in zero points.

23. OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS**Annexure A****IMPLEMENTATION OF THE OHS SPECIFICATION****1. Introduction****Purpose and Scope**

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

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

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

2. Reference Documents

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

3. Definitions

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

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

Means any work in connection with –

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

Identification and Risk Assessment and Risk Control

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

Site

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

The Act.

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

Hazards (as defined by OHSA)

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

Risk (OHSA)

Means the probability or likelihood that a injury will occur

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

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

An employer appointed by Client to perform construction work.

Hazardous Chemicals Substances (as defined by OHSA)

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

Construction Plant (TEM)

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

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

Means an employer who performs construction work

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

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

Health and Safety Program

Encompasses the PRINCIPAL CONTRACTOR / CONTRACTOR safety planning spreadsheet. Health and Safety Plan (as defined by the OHSA, Construction Regulations 2014)

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

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

Health and Safety File (OHSA, Construction Regulations 2014)

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

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

4. Responsibilities

4.1. Notification of Intention to Commence Construction Work

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

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

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

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

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

4.3. Safety Officer Appointment

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

4.4. Risk Assessment Competent person

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

4.5. Health and Safety Plan

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

4.6. Health and Safety Representatives

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

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

17 (6) : If an inspector is of the opinion that number of health and safety representatives for any workplace or Section thereof, including a workplace or section with 20 or fewer employees, is inadequate, he may by notice in writing direct the employer to designate such number of employees as the inspector may determine, as health and safety representatives for that workplace or section thereof in accordance with the arrangements and procedures referred to in subsection (2).

5. Objectives and Targets

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

6. Implementation of Occupational Health and Safety Specification

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

7. Application of the Occupational Health and Safety Specification

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

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

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

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

7.2. Occupational Health and Safety Policy

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

7.3. Hazard Identification Risk Assessment

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

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

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

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

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

7.4. Health and Safety Training

Training of personnel is a legal requirement and a necessity and is required of the PRINCIPAL CONTRACTOR /CONTRACTOR to provide KNYSNA MUNICIPALITY a training Matrix which must be included in the Health and Safety File to be submitted prior work commencing on site. Training should include the following but is not limited to:

7.4.1. Induction Training

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

7.4.2. Awareness Training(Toolbox Talks)

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

7.4.3. Competency

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

Erection of scaffolding (if applicable)

7.4.4. First Aid and Health & Safety Rep. Training

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

7.5. General Record Keeping

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

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

7.5.1. General Inspection, Monitoring and Reporting

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

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

7.5.2. Internal Audits

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

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

7.6. Incentives

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

7.7. Penalties

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

7.8. Emergency Procedures

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

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

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

The PRINCIPAL CONTRACTOR /CONTRACTOR must ensure that the first aid box is always adequately accessible.

7.8.2. Accident and Incident Reporting and Investigating

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

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

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

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

7.9. Hazards and Potentially Hazardous Chemical Substances

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

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

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

7.10. Personal Protective Equipment/ Clothing

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

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the PRINCIPAL CONTRACTOR /CONTRACTOR.

Adequate training in the use of PPE will be provided to all employees, and a proof of training shall be kept at the office for audit purposes.

(disciplinary action to be considered after investigation)

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

7.11. Safety Signage

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

7.12. Permits

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

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

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

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

7.13. Contractors and Suppliers

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

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

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

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

8. Occupational Health and Safety in Practice

8.1. Excavation

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

- a. Inspection before shift starts, after heavy rain (inclement weather) and after any major condition which may affect the excavation stability and the findings are to be recorded and kept.

- b. All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation.
- c. The safe work procedure shall be communicated to all employees who may be affected by the work and
- d. Safe work procedures shall be always enforced and maintained by the appointed excavation supervisor.
- e. For high-risk activities, all personnel working in the excavation shall be attached by means of a life-line
- f. Material excavated shall be removed from the point of excavation.
- g. Ensure stability of adjoining structures.

8.2. Demolition

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

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

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

8.3. Stacking of Material and Housekeeping

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

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

8.4. Plant and Machinery

8.4.1. Construction Plant

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

8.4.2. Transportation of Personnel

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

No personnel shall be permitted to travel on any plant or equipment on site works Road safety principles shall be adhered to on and off site.

8.4.3. Fire Equipment

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

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

8.4.4. Ladders and Ladder Work

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

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

8.4.5. General Machinery

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

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

8.4.6. Portable Electrical Tools/ Explosive Power Tools

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

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspection on the equipment.
- Persons competent to inspect the equipment must be appointed in writing.
- Persons must be trained to operate such equipment and must be appointed and shall be the only one authorized to operate the equipment.

- Shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Work Procedure.
- All users shall undergo regular awareness training to ensure compliance. Shall ensure the required PPE is provided and maintained.

8.4.7. Public Health and Safety

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

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

8.4.8. Night Work

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

8.4.9. Facilities for safe Keeping /eating areas

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

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

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

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

24. DEFINITION OF TERMS

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

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

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

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

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

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

- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

25. ABBREVIATIONS

25.1. SCM	Supply Chain Management
25.2. SANS	South African National Standards
25.3. KMBD	Knysna Municipality Bidding Document
25.4. VAT	Value-Added-Tax

DECLARATION BY TENDERER

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

Postal Code:

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 the work items specification in the tender documents and that the price 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.

NAME OF ENTERPRISE:

NAME (PRINT):

CAPACITY:

DATE:

SIGNATURE

WITNESS 1

WITNESS 2

1. **CONTRACT FORM – PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

2. **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Knysna Municipality** in accordance with the requirements and specifications stipulated in bid number **T 33 of 2025/26** at the price/s quoted. My offer/s remain 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:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

CONTRACT FORM – PURCHASE OF GOODS/WORKS

3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number **T 33 of 2025/26** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is 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 accompanied by the delivery note.
4. The contract duration will be for a period of 15 months from
to
5. The contract will be governed by the General Conditions of Contract and Special Conditions of Contract as stipulated in the tender document.

ITEM DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION
T 33 of 2025/26: EXPRESSION OF INTEREST FOR APPOINTMENT OF EMERGING CONTRACTORS FOR THE CONSTRUCTION (LABOUR AND MATERIALS) OF LOW INCOME HOUSES (24M ² - DOUBLE STOREY, 40 M ² - SINGLE STOREY AND 48 M ² - SEMI-DETACHED DOUBLE STOREY, 45 M ² SINGLE STOREY), RETAINING WALLS, PLATFORMING, MINOR CONCRETE WORKS, MINOR CIVIL WORKS AND REMOVAL OF ASBESTOS ROOF WITHIN KNYSNA MUNICIPAL AREA FOR A PERIOD OF 15 MONTHS.	AS STIPULATED IN THE TENDER DOCUMENT	AS STIPULATED IN THE TENDER DOCUMENT	AS STIPULATED IN THE TENDER DOCUMENT	

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.



KNYSNA
Municipality
knysna



public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME

BENEFICIARY FORM

PROJECT NAME:

Knysna Municipality

Date:												
First name	Initials	Last name	ID Number	DOB	Gender	Has disability	Education level	Start date	Number of labour days	Daily wage rate	Total wages paid	Total number of training days
				dd/mm/yyyy	M or F	Y or N	See codes at bottom of	dd/mm/yyyy			DO NOT ENTER DATA IN THIS COLUMN	
											R 0.00	
											R 0.00	
											R 0.00	
											R 0.00	
											R 0.00	
											R 0.00	
											R 0.00	
TOTALS (DO NOT ENTER DATA IN THIS LINE)									0	0	R 0.00	0

- Education Levels – use the codes (1,2,3) on the excel spreadsheet
 - o (1) Unknown
 - o (2) No Schooling
 - o (3) Grade 1-3 (Sub A – Std 1)
 - o (4) Grad 4 (Std 2) ABET 1
 - o (5) Grade 5-6 (Std 3-4) ABET 2
 - o (6) Grade 7-9 (Std 5-6) ABET 3
 - o (7) Grade 8-9 (Std 7) ABET 4
 - o (8) Grade 10-11 (Std 8-9)
 - o (9) Grade 12 (Std 10)
 - o (10) Post Matric