

OCTOBER 2025

TENDER NUMBER: T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN
KHAYALETHU – RE-ROUTING OUTFALL SEWER LINES**

ISSUED BY:	PREPARED BY:
Knysna Municipality P O Box 21 KNYSNA 6570 Contact Person: Mr Mpumelelo Nzuzo Tel: 044 302 6392	KCS Consultants (Pty) Ltd 1 Malta St, Glendinningvale, Gqeberha (Port Elizabeth), 6001 Contact Person: Mr I Morrison

Registered Name of Tenderer:	
TRADING NAME OF TENDERER:	
Registration No. of Entity:	
Contact Person:	CSD Supplier Code:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s) :	
B-BBEE Status Level	
FINANCIAL OFFER:	

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KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINE

TENDER

PART 1 (OF 2): TENDERING PROCEDURES

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KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL SEWER LINE

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Knysna Municipality hereby invites tenders for Rehabilitation of Sewer Pipe Bridge in Khayaletu - Re-Routing Outfall Sewer Line:

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.

Technical enquiries relating to the tender documents may be addressed via email to: Ian Morrison, ian.morrison@kcs.co.za and Supply Chain related queries may be addressed to: Mzwanele Mato, e-mail mmato@knysna.gov.za. The last date for submission of enquiries is 10 November 2025.

Bidders must have a minimum CIDB Designation of **5 CE or higher**.

A compulsory virtual tender clarification meeting will be held on **Tuesday, 28 October at 12:00 via Microsoft Teams**. Link details are as follow: Meeting ID: 348 817 288 242 9, Passcode: 7yV77Ki9

Closing time for registration will be 30 minutes prior to the meeting and no contact meeting will take place. No person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s is more than fifteen (15) minutes late.

The closing time for submission of bids is **12:00 on Wednesday, 19 November 2025**. Bids must be sealed in an envelope clearly marked with the bid number and title given above and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, on or before the mentioned time and latest date. Telephonic, facsimile, e-mail, and late bids will not be accepted. Bids must remain valid for a period of **180 days** after the closing date of the bid. Notwithstanding the period of validity of bids as set out in the bid documents, the Municipality reserve the right to request validity extension. Failure of bidder/s to accept or confirm the bid validity extension period on or before the stipulated date, it will be accepted that there are no objections to the extension of the bid validity period.

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

Bids may only be submitted on the bid documentation that is issued. Bidders are required to submit an original of their tender document together with a copy of their tender document and soft copy in a USB. (The original tender document must be clearly marked "Original", and the copy of the tender document must be clearly marked "Copy").

A minimum of **25%** of the value of the Contract must be subcontracted to **Local EMEs**.

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum overall functionality score of **70 out of 100 points in total and 60% per sub criterion** for functionality in order to be evaluated further on price and preference points system. The functionality criteria and weighting are set out in the tender document.

Bids will be evaluated according to the **80/20** preference points system. The bids are subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations 2022 as amended

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

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

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

**DR. LULAMILE MAPHOLOBA
MUNICIPAL MANAGER
CLYDE STREET
KNYSNA
6570**

T1.2 : TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3 Construction Procurement, Part 3, that applies specifically to this tender.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Bid should read tender and vice versa throughout the document – implying both words have the same meaning.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

No	Clause	Wording												
1	3.1	The employer is KNYSNA MUNICIPALITY. The Employer's domicilium citandi et executandi (permanent physical business address) is: 5 Clyde Street Knysna, 6570 The Employer's address for communication relating to this project is: <table border="0"> <tr> <td><u>Postal</u></td> <td></td> <td><u>Physical</u></td> </tr> <tr> <td>PO Box 21</td> <td>OR</td> <td>5 Clyde Street</td> </tr> <tr> <td>Knysna</td> <td></td> <td>Knysna</td> </tr> <tr> <td>6570</td> <td></td> <td>6570</td> </tr> </table>	<u>Postal</u>		<u>Physical</u>	PO Box 21	OR	5 Clyde Street	Knysna		Knysna	6570		6570
<u>Postal</u>		<u>Physical</u>												
PO Box 21	OR	5 Clyde Street												
Knysna		Knysna												
6570		6570												
2	3.2	Refer to the CONTENTS of this document for a complete list of tender documents issued by the Employer. <u>The tender document consists of the following one volume:</u> This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data and Pricing Data, the scope of work, site information, annexures and drawings.												
3	3.4	The Employer's agent is during the Tender Stage: KCS Consultants (Pty) Ltd 1 Malta St, Glendinningvale, Gqeberha (Port Elizabeth), 6001 Contact Person: Mr I Morrison Tel: (041) 373 6729 E-mail: ian.morrison@kcs.co.za												
4	4.1	Functionality Criteria Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders. a) CIDB registration 1.1 Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5CE class of construction work, are eligible to have their tenders evaluated.												

No	Clause	Wording
		2. Joint ventures are eligible to submit tenders provided that: 2.1 Every member of the joint venture is registered with the CIDB; 2.2 The lead partner must have a CIDB grading designation not lower than on level below the required grading designation in the class of construction works under consideration; 2.3 The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for that 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Forms T2.2.7 – T2.2.11 of the Returnable Schedules. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed. <u>Contracts Manager (Returnable schedule T2.2.8)</u> Qualification: Relevant NQF 6 relevant Civil Engineering or Built Environment qualification Years of experience: Minimum 5 years (post qualification) as a contracts manager. <u>Construction Manager (Returnable schedule T2.2.9)</u> Qualification: Relevant NQF 6 relevant Civil Engineering or Built Environment qualification Years of experience: Minimum 5 years (post qualification) as a construction manager. <u>Foreman (Returnable schedule T2.2.10)</u> Qualification: NQF 5 Qualification Years of experience: Minimum 5 years as a foreman <u>Health and Safety Officer (Returnable schedule T2.2.11)</u> Qualification: Registered as a CHSO or higher with SACPCMP, no candidate registrations will be considered. Years of experience: Minimum 5 years as a Health and Safety Officer. <i>Refer to Annexure B of this document for Health and Safety officer requirements.</i> The Curriculum Vitae's (CV's) and qualification are to be attached to returnable schedules T2.2.8 to T2.2.11. c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered. d) Compliance with Compensation for Occupational Injuries and Diseases Act (COID) Tenderers, or in the event of a joint venture each member of the joint venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed

No	Clause	Wording															
		compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered. e) SARS tax compliance Tenderers, or in the event of a joint venture each member of the joint venture, shall be tax compliant at time of tender close. Tenderers who become non-compliant during the tender validity period, shall become compliant within 10 working days of the date of being notified. Tenders received from such tenderers who are not tax compliant at the closing date for tender submissions or who are not tax compliant within 10 working days of being notified, will not be considered. f) Municipal Rates Tenders or any of its directors, partners or principals is not in arrears for more 3 months, or who fails to make suitable arrangements to settle the arrears, with the municipality rates and taxes and municipal service charges shall not be eligible to submit tender offer. If the tender amount is expected to be more than R10m the period for arrears reduces to one month. g) Functionality Tenderers shall receive a <u>minimum of 70 functionality points</u> of the available 100 to be deemed eligible. Scoring of functionality: To help in risk determination functionality will be scored, but the scores will not contribute to procurement points. Functionality points (N_Q) will be awarded according to criteria below. A minimum functionality score of 70 out of 100 is required for the tender to be deemed eligible. <u>Bidders have to obtain a minimum score of 60% on each functionality criterion to be considered for the next evaluation stage. Failure to obtain 60% on any criterion will lead to disqualification.</u> $N_Q = (Q_1 + Q_2 + Q_3 + Q_4 + Q_5 + Q_6 + Q_7 + Q_8):$ where N_Q is the total number of tender evaluation points awarded for the functionality (max 100); Q_1 is the points scored for company experience on similar previous projects (Installation of Sewers in Existing Residential Settlements), completed successfully in the last 10 years (max 20); Points will be awarded for the company experience in successful completion of similar previous projects (Installation of Sewers in Existing Residential Settlements) <table> <tr> <td>1 project</td><td></td><td>= 4 points</td></tr> <tr> <td>2 projects</td><td>= 8 points</td><td></td></tr> <tr> <td>3 projects</td><td>= 12 points</td><td></td></tr> <tr> <td>4 projects</td><td>= 16 points</td><td></td></tr> <tr> <td>5 or more projects</td><td></td><td>= 20 points</td></tr> </table> Bidders must submit <u>completion certificates</u> per project to claim points. Completions must clear reflect the value of the project. The	1 project		= 4 points	2 projects	= 8 points		3 projects	= 12 points		4 projects	= 16 points		5 or more projects		= 20 points
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5 or more projects		= 20 points															

No	Clause	Wording																																				
		value of the project must be above the value of R 6 million. Final payment certificate must accompany the completion certificate. Tenderers must complete the relevant returnable schedules (T2.2.12) to be eligible for scoring of the relevant points. Q₂ The points scored for the experience and qualifications, relevant NQF 6 qualification and Registered as Construction Project Manager with SACPCMP and has 5 years' experience as Contracts Manager, permanently designated for the project (max 15); Points will be awarded for the Contract Manager's experience in successful completion of similar previous projects (Installation of Sewers in Existing Residential Settlements). <table> <tr> <td>1 project</td><td></td><td>= 3 points</td></tr> <tr> <td>2 projects</td><td>= 6 points</td><td></td></tr> <tr> <td>3 projects</td><td>= 9 points</td><td></td></tr> <tr> <td>4 projects</td><td>= 12 points</td><td></td></tr> <tr> <td>5 or more projects</td><td></td><td>= 15 points</td></tr> </table> A CV listing similar project experience, and copies of qualification(s) must accompany the bid in order to claim points. Absence of relevant qualification, experience and professional registration will result in a score of 0. Tenderers must complete the relevant returnable schedules (T2.2.8) to be eligible for scoring of the relevant points. Q₃ is the points scored for the qualification, NQF 6 qualification and 5 years' experience of the Construction Manager / Site Agent, permanently designated for the project (max 10); Points will be awarded for the Construction Manager's experience in successful completion of similar previous projects (Installation of Sewers in Existing Residential Settlements). <table> <tr> <td>1 project</td><td></td><td>= 2 points</td></tr> <tr> <td>2 projects</td><td>= 4 points</td><td></td></tr> <tr> <td>3 projects</td><td>= 6 points</td><td></td></tr> <tr> <td>4 projects</td><td>= 8 points</td><td></td></tr> <tr> <td>5 or more projects</td><td></td><td>= 10 points</td></tr> </table> A CV listing similar project experience, and copies of qualification(s) must accompany the bid in order to claim points. Absence of relevant qualification and experience will result in a score of 0. Tenderers must complete the relevant returnable schedules (T2.2.9) to be eligible for scoring of the relevant points. Q₄ is the points scored for the qualification, NQF 5 qualification and minimum 5 years' experience (post qualification) as Foreman, permanently designated for the project (max 5); Points will be awarded for the Foreman's experience in successful completion of similar previous projects (Installation of Sewers in Existing Residential Settlements). <table> <tr> <td>1 project</td><td></td><td>= 1 points</td></tr> <tr> <td>2 projects</td><td>= 2 points</td><td></td></tr> </table>	1 project		= 3 points	2 projects	= 6 points		3 projects	= 9 points		4 projects	= 12 points		5 or more projects		= 15 points	1 project		= 2 points	2 projects	= 4 points		3 projects	= 6 points		4 projects	= 8 points		5 or more projects		= 10 points	1 project		= 1 points	2 projects	= 2 points	
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No	Clause	Wording
		3 projects = 3 points 4 projects = 4 points 5 or more projects = 5 points A CV listing similar project experience, and copies of qualification(s) must accompany the bid in order to claim points. Absence of relevant qualification and experience will result in a score of 0. Tenderers must complete the relevant returnable schedules (T2.2.10) to be eligible for scoring of the relevant points. Q₅ is the points scored for the qualification and Minimum 5 years as a Health and Safety Officer, permanently designated for the project and registered as a CHSO or higher with SACPCMP (max 5); Points will be awarded for the Health and Safety Officer's experience in successful completion of previous projects (Installation of Sewers in Existing Residential Settlements). 1 project = 1 points 2 projects = 2 points 3 projects = 3 points 4 projects = 4 points 5 or more projects = 5 points A CV listing similar project experience, and copies of qualification(s) must accompany the bid in order to claim points. Absence of relevant qualification, experience and professional registration will result in a score of 0. Tenderers must complete the relevant returnable schedules (T2.2.11) to be eligible for scoring of the relevant points. Q₆ is the points scored for the financial capacity of the tenderer (max 30); Access to a financial facility of: Bank Rating C & Below = 0 Bank Rating B = 20 points Bank Rating A = 30 points This shall mean access to a financial facility, to be used as working capital, until such time that all milestones can be reached to warrant a claim from the Employer. The Employer reserves the right to request for this information at the award of contract. <u>The contract value referred to above shall include Provisional Sums, Contingencies and VAT. Bank Rating that does not reflect a value or less than bidder's tender value will be scored Zero.</u> The Tenderer is to attach a letter of proof from an accredited financial institution to returnable schedule T2.2.1. Q₇ is the points scored for plant and/or equipment owned by the tenderer, and which will be available for the projects, should the tenderer be successful (max 5): Supply of e-Natis documents accompanied by vehicle discs will qualify the bidder to claim points. Failure to supply e-Natis documents will lead to zero points scored. All vehicle discs must not be more that 1 year old. Old vehicle discs will be disqualified. Excavator = 1 points

No	Clause	Wording
		Crane Truck (1 ton capable) = 1 points 10 Ton Tipper Truck = 1 points TLB = 1 points Pedestrian Roller = 1 points Total = 5 points If the contractor does not own some or any of the plant listed above, and chooses to hire some or all of the required plant, the list of the hired plant must be accompanied by supply of e-Natis documents and valid vehicle discs. This will qualify the bidder to claim points, additionally the points for hired plant will only be allocated if an original Letter of Intent from a registered Plant Hire Company is attached. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be <u>unqualified and certified by a Registered Commissioner of Oaths. Uncertified letter of intent will lead to zero points scored.</u> All plant and proof referred to above shall be attached to returnable schedule T2.1.21 Q₈ is the points scored for Contractor Certification for ISO 9001 Quality Assurance Systems, should the tenderer be successful (max 10): No ISO 9001 Certification/No QMS Plan = 0 Non-accredited Quality Assurance System Plan = 6 points Accredited ISO 9001 Certification = 10 points Service Provider Quality Management plan or system evidence by providing proof of ISO certification or proof of quality management system deployed within the organization. Valid ISO 9001 Certification or Proof of the Quality Management System that the Company has been put in place. <u>Failure to supply ISO 9001 Certificate or Company QMS will lead to a score of Zero.</u> The relevant proof to be attached to returnable schedule T2.2.13. Failure to comply with any of the above will result in the tender being considered as non-responsive.
5	4.2	Cost of Tendering Add the following to the Clause: “Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer’s Agent.”
6	4.3	Check Document Amend the Clause to read: “.....and notify the Employer’s Agent of any discrepancy.....” Bidders must examine the tender documents upon receipt to ensure that all pages and drawings (if applicable) are included, and are to report any missing pages or drawings. Bidders must report illegible or indistinct drawings, errors or ambiguities in the specifications, bill of quantities and drawings and any contradictions between the specifications, bill of quantities and drawings in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in or omissions from the bid document shall contact the Employer or Employer’s Agent immediately.

No	Clause	Wording
7	4.6	Acknowledging Addenda Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
8	4.7	Clarification Meeting A compulsory virtual tender clarification meeting will be held on Tuesday, 28 October at 12:00 via Microsoft Teams. Link details are as follow: Meeting ID: 348 817 288 242 9, Passcode: 7yV77Ki9 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.
9	4.11	Alterations to Document Add the following to the Clause: "In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration." Correction fluid shall not be used in the Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered. The Employer will reject and classify the tender <u>non-responsive</u> if corrections are not made in accordance with the above."
10	4.12	Alternative Tender Offers No alternative offers will be considered.
11	4.13. 4.13.1	Submitting a Tender Offer Each Tenderer is required to return the completed original tender document, including drawings, with all the required information duly completed in non-erasable ink in all respects, together with one separate copy of the completed document. The original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the contract for which a tender is submitted.
12	4.13.2	Add the following to the clause: "Only authorised signatories may sign the original tender offer where required in terms of 4.13.2 The tenderer shall accept that failure to submit proof of authorisation to sign the tender, shall result in the Tender Offer being regarded non-responsive."
13	4.13.5	Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Employer's address. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Knysna Municipality, Supply Chain Management Unit Physical address: Finance Building, Queen Street Knysna Identification details: Place the signed original tender offer in a package marked TENDER T06 OF 2025/26: REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL SEWER LINE

No	Clause	Wording
14	4.13.6	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted
15	4.14	Information and Data to be Completed in all Respects Add the following to the clause: “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Schedules. Accept that the Employer is restricted in accordance with clause 5(1) (g) and (h) of the Constructions Regulations, 2014, to ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures and whom he is satisfied has the necessary competencies and resources to carry out the construction work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”
16	4.15	Closing Time The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
17	4.16	Tender Offer Validity The tender offer validity period is 180 days. If the expiry date coincides with a Saturday, Sunday or public holiday, the validity will expire at close of business on the first working day following the non-working or special non-working day. Bids must remain valid for a period of 180 days after the closing date of the bid. Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.
18	4.16.1	Modify the clause to read: “If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. Such a condition will exclude the tenderer to extend his tender validity by increasing the contract price by any amount.”
19	4.23	Add the following new clause: Joint Venture In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”

No	Clause	Wording
20	4.24	Add the following new clause: “Accept that the Employer is prohibited from awarding a tender to a) a person who is in the service of the state; or b) a person that is not a natural person; or c) an entity of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or d) a person who is an advisor or consultant contracted with the municipality or municipal entity. “In the service of the state” means to be a) a member of: - any municipal council; - any provincial legislature; or • the National Assembly or the National Council of Provinces; b) a member of the board of directors of any municipal entity; c) an official of any municipality or municipal entity; d) an employee of any national or provincial department; e) a provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 - Returnable Documents must be completed.”
21	4.25	Add the following new clause: “Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2,000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 4.24), or has been in the service of the state in the previous twelve months, including a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 - Returnable Schedules must be completed in full and signed.”
22	4.26	Add the following new clause: “Remuneration” The Tenderer accepts that the successful Tenderer including his/her subcontractors and QSE’s or EME’s shall pay his/her workers a remuneration not less than R51.00 per hour or the Bargaining Council for the Civil Engineering Industry (BCCEI) ruling rate for that particular period, failing which the Municipality reserves the right to terminate the Contract if such condition is not being met.

No	Clause	Wording
23	4.27	Add the following new clause: “Additional conditions of bid” 1. The Employer/Employer’s agent may also request that the Tenderer provides written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bid document shall be submitted as a whole and shall not be taken apart.
24	5.4	The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.
25	5.6	Canvassing Add the following new clause: Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer’s officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. “No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”
26	5.8	Test for Responsiveness The Tenderer is required to submit with his tender all returnable schedules. No Tenderer will be allowed to submit documentation or sign any of the schedules after the tender has closed. Failure to complete and submit: • Returnable Schedules for Tender Evaluation Purposes T2.1.1 to T2.1.24 may result in the tender being declared <u>non-responsive</u>. • Returnable Schedules for Preference Scoring Purposes T2.1.7 to T2.1.9 will result in the Tenderer scoring <u>zero points for preference</u>. • Returnable Schedules for Functionality Scoring Purposes T2.2.1 to T2.2.14 will result in the Tenderer scoring <u>zero points for functionality</u>.
27	5.11	Evaluation of Tender Offers Tenders will be evaluated in terms of the Knysna Municipality’s latest Supply Chain Management Policy as adopted by the Council. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and Associated Regulations. The method for the evaluation of responsive tenders shall be Method 2: Functionality, Price and Preference as described under Clause 5.11.3 The minimum number of points for functionality is 70 out of 100 points, Tenders that score less than the minimum will be <u>rejected</u> and not considered further.

No	Clause	Wording
		The 80/20 Preference Point System will be applied where a maximum of 80 (Eighty) tender adjudication points will be awarded for price and a maximum of 20 (Twenty) points for B-BBEE Status Level of Contribution. Refer to returnable schedule T2.1.9
28	5.11.3	Functionality Scoring 1) Functionality will be scored by a minimum of three Bid Evaluation Committee members appointed by the Employer. The score of each of the criteria by each evaluator will be averaged and the average scores will be totalled to obtain the total score for quality. 2) The functionality scoring criteria and maximum score in respect of each of the criteria is stipulated in (Clause 4.1) 3) Tenderers are to complete returnable schedules T2.2.1 to T2.2.14 4) Failure to submit the relevant returnable will result in zero score for that particular category. <u>Amend paragraph (d) to read:</u> Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tenderer who scores the highest total number of points. <u>Amend paragraph 5) (d) to read:</u> Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tenderer who scores the highest total number of points.
29	5.11.7	Delete the contents of 5.11.9 and replace with the following: The method for calculating functionality points is as per No 4 (Clause 4.1) of the Tender Data.
30	5.13	Tender offers will only be accepted if: g) The Tenderer is registered with the Construction Industry Development Board in an appropriate Contract grading designation; h) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; i) The Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; j) The Tenderer has completed all returnable schedules and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; k) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The Form of Offer and Acceptance is correctly completed and signed;

No	Clause	Wording
		m) A Tenderer who is not in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.” If the tender amount is expected to be more than R 10 million, the period for arrears reduces to one month. Failure to comply with one or more of the above requirements will result in the Tenderer’s offer being declared <u>non-responsive</u>.
31	5.17	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
32	5.20	Add the following new clause: “Employment Contracts” Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.
33	5.21	Add the following new clause: The additional conditions of tender are: 1. Financial Audit The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 2. Previous Work Experience The tenderer is to provide: • Proof of completion of similar scope of works i.e. laying of sewer reticulation pipelines and relevant infrastructure, and contract value of R5,0 million or higher. Attached to returnable schedule T2.2.12 3. EME Subcontractor(s) Involvement The Tenderer accepts that 25% of the value of work must be subcontracted to Local Emerging Micro Enterprises (EME's) 4. Remuneration of Labour The Tenderer accepts that the successful Tenderer including his/her subcontractors and QSE's or EME's shall pay his/her workers a remuneration not less than R51.00 per hour or the Bargaining Council for the Civil Engineering Industry (BCCEI) ruling rate for that particular period, failing which the Municipality reserves the right to terminate the Contract if such condition is not being met. 5. Employment Contracts The successful tenderer including his/her subcontractors and QSE's or EME's shall be obliged to conclude employment contracts with their employees and ensure that their subcontractors conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the Contract.

KNYSNA MUNICIPALITY

TENDER NO. 06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINE**

TENDER

PART 2 (OF 2): RETURNABLE SCHEDULES

CONTENTS

T2.1	Returnable Schedules	Yellow
T2.2	Additional Returnable Schedules	Yellow

T2.1 : RETURNABLE SCHEDULES

The following schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnable schedules are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.		
T 2.1.1	Authority of Signatory	Tick if completed and submitted
T 2.1.2	Payments of Municipal Accounts (MBD 15)	Tick if completed and submitted
T 2.1.3	Valid Tax Clearance	Tick if completed and submitted
T 2.1.4	Proof of Registration with Central Supplier Database	Tick if completed and submitted
T 2.1.5	Business Registration Documents	Tick if completed and submitted
T 2.1.6	VAT Registration Certificate	Tick if completed and submitted
T 2.1.7	Broad Based Black Economic Empowerment (BBBEE) Certificate	Tick if completed and submitted
T 2.1.8	Joint Venture (JV) Agreement	Tick if completed and submitted
T 2.1.9	Form MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Tick if completed and submitted
T 2.1.10	Status of Concern Submitting Tender	Tick if completed and submitted
T 2.1.11	Proof of Registration with the Construction Industry Development Board (<i>in the applicable category or higher</i>)	Tick if completed and submitted
T 2.1.12	Declaration of Interest in Tender of Persons in Service of the State (MBD 4)	Tick if completed and submitted
T 2.1.13	Compulsory Enterprise Questionnaire (MBD 4)	Tick if completed and submitted
T 2.1.14	Declaration of Tenderer's Past Supply Chain Management (SCM) Practices (MBD 8)	Tick if completed and submitted
T 2.1.15	Declaration Concerning Fulfillment of the Construction Regulations, 2014	Tick if completed and submitted
T 2.1.16	Certificate of Independent Bid Determination (MBD 9)	Tick if completed and submitted
T 2.1.17	Declaration of Indemnity	Tick if completed and submitted
T 2.1.18	Record of Addenda to Tender Documents	Tick if completed and submitted
T 2.1.19	Proposed Amendments	Tick if completed and submitted
T 2.1.20	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed and submitted
T 2.1.21	Schedule of Plant and Equipment	Tick if completed and submitted
T 2.1.22	Schedule of Proposed Subcontractors	Tick if completed and submitted
T 2.1.23	Certificate of Attendance at Compulsory Clarification Meeting	Tick if completed and submitted
T 2.1.24	Form SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors	Tick if completed and submitted

T 2.2.1	Financial References	Tick if completed and submitted
C 1.1 :	Form of Offer and Acceptance	Tick if completed and submitted
C 1.2b	Contract Data (Part 2) – Specified by the Contractor	Tick if completed and submitted
C 2.2	Bill of Quantities	Tick if completed and submitted
C 2.3	Summary page of the Bill of Quantities	Tick if completed and submitted

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]		
T 2.2.2	Estimated Monthly Cash Flow	Tick if completed and submitted
T 2.2.3	Personnel Schedule	Tick if completed and submitted
T 2.2.4	Preliminary Programme of the Works	Tick if completed and submitted
T 2.2.5	Company Profile	Tick if completed and submitted
T 2.2.6	Contract Organogram	Tick if completed and submitted
T 2.2.7	Key Personnel Assigned to the Contract	Tick if completed and submitted
T 2.2.8	Details of Contracts Manager	Tick if completed and submitted
T 2.2.9	Details of Construction Manager	Tick if completed and submitted
T 2.2.10	Details of General Foreman	Tick if completed and submitted
T 2.2.11	Details of Health and Safety Officer	Tick if completed and submitted
T 2.2.12	Company Track Record	Tick if completed and submitted
T 2.2.13	Preliminary Quality Assurance Plan	Tick if completed and submitted
T 2.2.14	Letter of good standing with Compensation Fund	Tick if completed and submitted

3.	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission) Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]	
T 2.2.6	Contract Organogram	Tick if completed and submitted
T 2.2.7	Key Personnel Assigned to the Contract	Tick if completed and submitted
T 2.2.8	Curriculum Vitae of Contracts Manager	Tick if completed and submitted
T 2.2.9	Curriculum Vitae of Construction Manager	Tick if completed and submitted
T 2.2.10	Curriculum Vitae of General Foreman	Tick if completed and submitted
T 2.2.11	Curriculum Vitae of Health and Safety Officer	Tick if completed and submitted

4.	OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.	
C 1.1:	Form of Offer and Acceptance	Tick if completed and submitted
C 1.2a:	Contract Data (Part 1) – Specified by the Employer	Tick if completed and submitted
C 1.2b	Contract Data (Part 2) – Specified by the Contractor	Tick if completed and submitted
C 1.4	Occupational Health and Safety Mandatory Agreement	Tick if completed and submitted
C 1.5	Disclosure Statement	Tick if completed and submitted
C 2.1	Pricing instructions	Tick if completed and submitted
C 2.2	Bill of Quantities	Tick if completed and submitted
C 2.3	Summary Page of Bill of Quantities	Tick if completed and submitted
T 2.1.18	Record of Addenda to Tender Documents	Tick if completed and submitted
T 2.1.19	Proposed Amendments	Tick if completed and submitted

T2.1.1 : AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20..., *Mr/Ms acting in the capacity of (Position in the Enterprise), and who will sign as follows: be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

1. Chairperson:
2. Date :

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

NOTE:

- *Delete which is not applicable
- NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
..... hereby authorize *Mr/Ms,
acting in the capacity of (Position in the Enterprise), and who
will sign as follows:be, and is hereby, authorized to sign the
Bid/Tender, and any and all documents and/or correspondence in connection with this tender
and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names

C. Certificate for Joint Venture and Consortia

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and
hereby authorize *Mr/Ms,acting in the capacity of lead
partner, and who will sign as follows:be, and is hereby,
authorized to sign the Bid/Tender, and any and all documents and/or correspondence in
connection with this tender and any contract resulting from it on behalf of the company.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories
of all the partners to the Joint Venture / Consortium.

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for Sole Proprietor

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

As witnesses :

1. Signature : Sole owner :
2. Date :

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize *Mr/Mrs acting in the capacity of , (Position in the Enterprise), and who will sign as follows:be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

1. * Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

T2.1.2 : PAYMENT OF MUNICIPAL ACCOUNTS (MBD 15)**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 acknowledges 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:

The tenderer is referred to the added Clause F3.13 of the Conditions of tender:

Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due to any municipality.

T2.1.3 : VALID TAX CLEARANCE

In terms of Clause 14(1)(b) of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up to date with their payments of taxes.

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

1. The tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN	
---------------------------	-------

Tax Compliance Status PIN	
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2. In the case of a joint venture between two or more firms, the tenderer shall attach the PIN for each of the joint venture partners.
3. Copies of the TCC 001 form are available from any SARS branch office nationally or on the website, www.sars.gov.za
4. Applications for the TCC may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website, www.sars.gov.za.
5. The above requirements are also applicable to foreign bidders / individuals who wish to submit bids.

Signed

Date

Name

Position

Tenderer

T2.1.4 : PROOF OF REGISTRATION WITH THE
CENTRAL SUPPLIER DATABASE (CSD)

All businesses and suppliers wishing to conduct business with the Knysna Municipality must register on the Central's Supplier Database.

The tenderers must attach to this page a copy of their confirmation of registration, or proof of application submitted.

In the case of a joint venture, the joint venture must be registered on the Central Supplier Database.

Name of Contractor :

Central Supplier Database Number :

Supplier Commodity :

Delivery Location :

T2.1.5 : BUSINESS REGISTRATION DOCUMENTS

Attach as part of your tender submission proof of valid registration to the companies and intellectual property commission documents of incorporation of company, close corporation, partnership, sole proprietor or a joint venture.

In the case of a joint venture, the tenderer shall include all the documents of all the entities involved in the joint venture.

Sole proprietors are exempted and are only required to submit a copy of their identification document and bidders tax clearance certificate.

Signed by Tenderer

T2.1.6: VAT REGISTRATION CERTIFICATE

Tenderers must attach hereto a copy of their VAT registration as proof that they are a VAT vendor. In the case of a joint venture a VAT registration certificate must be submitted for the registered joint venture.

Signed by Tenderer

T2.1.7: BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE

1. The tenderer shall attach to this form a valid original or original certified copy of the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE) where a sworn affidavit is submitted, the sworn affidavit provided by the Department of Trade and Industry, and published on their website, can be used as the format.
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV.
4. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause 5.11.8 and shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - (h) The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities shareholding
 - (p) The % black youth shareholding
 - (q) The % black people living in rural or underdeveloped areas or townships shareholding
 - (r) The % black military veterans shareholding
 - (s) The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.

Signed Date

Name Position

Tenderer

T2.1.8: JOINT VENTURE (JV) AGREEMENT

Tenderers must attach hereto a signed copy of the joint venture agreement, if applicable.

Signed by Tenderer

T2.1.9 : FORM MBD 6.1 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

1

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

MBD 6.1

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) Either the **90/10 or the 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	
SPECIFIC GOALS	
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:

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

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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 Certificate will be applied in order to allocate preference points. The 80/20 preference points system is applicable in this tender.

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:	
	
	
	

T2.1.10 : STATUS OF CONCERN SUBMITTING TENDER**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture or a co-operative:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

2. Information To Be Provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (Including Companies incorporated under Art 53 (b)).	Copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5	Sole Proprietary or a Partnership	<u>Copy of the Identity Document of:</u> a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
2. Include a copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for Vat Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

Registration number:

.....

T2.1.11 : PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD (CIDB)

Tenderers shall attach to this page, proof of Registration with the Construction Industry Development Board, or other such documentation which records the Tenderer's name, CIDB grading and CRS number for verification by the municipality.

CRS number (1)	
----------------	-------

CRS number (2)	
----------------	-------

Signed.....Date

NamePosition

Tenderer

T2.1.12: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE (MBD 4)

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee of the tenderer is in the service of the state, or has been in the service of the state during the past twelve months.

(Tick)

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

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

(Tick)

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

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

(Tick)

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

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

(Tick)

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

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is involved in another entity for this particular tender.

(Tick)

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

If so, state particulars:

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer.....

T2.1.13 : COMPULSORY ENTERPRISE QUESTIONNAIRE (MBD 4)

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.14 : DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This form serves as a declaration to be used by the Employer 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 tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a. abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being disqualified.

ITEM	QUESTION	RESPONSE (TICK)	
	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	Yes	
		No	
	If so, furnish particulars:		
4.2	Is the Tenderer 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, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	
		No	
	If so, furnish particulars:		

4.3	Was the Tenderer 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	
If so, furnish particulars:			
4.4	Was any contract between the Tenderer 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	
If so, furnish particulars:			
4.5	Does the tenderer 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	
If so, furnish particulars:			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.15 : DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

**T2.1.16: CERTIFICATE OF INDEPENDENT BID DETERMINATION
(MBD 9)**

I, the undersigned, in submitting the accompanying bid:

.....
(Contract number and title)

In response to the invitation for the bid made by:

.....
(Name of Municipality)

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

I certify, on behalf of:, that:

(Name of bidder)

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) Has been requested to submit a bid in response to this bid invitation;
 - b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture consortium * will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) Prices;
 - b) Geographical area where product or service will be rendered (market allocation)
 - c) Methods, factors or formulas used to calculate prices
 - d) The intention or decision to submit or not to submit, a bid;

- e) The submission of a bid which does not meet the specifications and conditions of the bid; or
- f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- *Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
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.

Signed

Date

Name

Position

Tenderer.....

T2.1.17 : DECLARATION OF INDEMNITY

I,, the undersigned for an on behalf of (herein referred to as "the Contractor") indemnify and safeguard the Knysna Municipality and its Employees against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the Council arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the contractor and/or the Contractors Employees or Employees arising out of work done in connection with or arising out of the following contract.

Contract number :

Contract description :

:

:

:

Full name and Surname: Signature:

Place: Date:

Capacity:

For and on behalf of:

To completed by a Commissioner of Oath:

I hereby declare that the above Declaration was made before me.

Full Name and Surname of Commissioner of Oath:

ID number:

Signature:

T2.1.18 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.1.19 : PROPOSED AMENDMENTS

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

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

Page	Clause or item	Proposal

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.20 : SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.1.21: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.1.22: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors to work on the contract.

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

No.	Name and address of proposed subcontractor	Nature and extent of work	Previous experience with subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.1.23 : CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

In addition to the above, I specifically herewith declare that I will conduct a thorough site inspection prior to pricing and submitting a tender for this contract.

By submitting a tender for this contract, the Knysna Municipality deemed that you are well acquainted with the work scope and site conditions of this contract, and has therefore submitted realistic work item rates to execute the work accordingly.

Particulars of person attending the clarification meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity

Date & Time

T2.1.24 : FORM SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of (a) designated sectors, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and (b) stipulate a minimum threshold for local production and content
- 1.3. where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

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

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

Steel value added products

100%

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

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	
Other	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) The goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) The declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE BIDDER:	_____	DATE:	_____
WITNESS No. 1 :	_____	DATE:	_____
WITNESS No. 1 :	_____	DATE:	_____

T2.2.1 : FINANCIAL REFERENCES

The tenderer shall attach to this form a letter from the bank at which he/she declares he/she conducts his/her account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the submission may render the tenderer's offer unresponsive in terms of the tender condition F3.8.

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

Description	Details
Name of account holder	
Account number	
Name of bank	
Branch name	
Branch code	
Bank rating (current rating, attach letter from bank)	
Bank and branch details	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.2.2: ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme, his tendered unit rates and submission of his Payment certificate to the Employer. The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

Payment Certificate No.	Amount (VAT Included)					Cumulative cash flow
	a	B	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
Maximum negative cash flow: take the largest negative number in the last column and write it here						

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.2.3 : PERSONNEL SCHEDULE

Tenderer to insert number of personnel he proposes employing on this contract

Job Description	Permanent Staff	Temporary staff from local community
Contracts Manager		
Construction Manager		
Quantity Surveyor		
Surveyors		
Pipe Laying Foreman		
Civil Works Foremen		
Surfacing Foremen		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		
* Other		
* Other		
* Other		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

T2.2.4 : PRELIMINARY PROGRAMME OF THE WORKS

The tenderer must attach to this page the preliminary programme of the works.

Signed by Tenderer

T2.2.5 : COMPANY PROFILE

The tenderer must attach to this page the company profile.

Signed by Tenderer

T2.2.6: CONTRACT ORGANOGRAM

The tenderer must attach to this page the organogram for the contract of the personnel he intends using.

Signed by Tenderer

T2.2.7 : KEY PERSONNEL ASSIGNED TO THE CONTRACT

Curriculum vitae (CV) and certified qualifications must be submitted for each of the key personnel proposed in the table below. The CV must specifically include the qualifications, years of experience, courses completed and experience in construction contracts of a similar value and higher and nature. Contactable referees must also be provided.

Each key person shall be cross referenced to and labelled to correspond to the organogram as per schedule T2.2.6 so as to indicate which role the person in question is proposed to fulfil in the Contract.

Job Description	Full Name	Qualification	Years of Experience
Contracts Manager			
Construction Manager (contractors representative in terms of clause 4.12.2 of the GCC 2015)			
General Foreman			
Health and Safety Officer			
*other			

* - To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

T2.2.8 : DETAILS OF CONTRACTS MANAGER

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the Contracts Manager.

All experience by the proposed contracts manager must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a contracts manager must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid will be deemed non-responsive.

CURRICULUM VITAE (CV) FORMAT				
Name				
Surname				
Position				
Nationality				
Marital Status				
Highest Educational Qualification				
Years in Construction				
Years in the Contracts Manager Position				
Years at current Employer				
Professional Status & Registration No.				
Profile Summary				
Key areas of Experience / Skills				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
Work Experience				
Year completed	Position held	Project type	Project Duration	Project Value

Signed by Tenderer

T2.2.9 : DETAILS OF CONSTRUCTION MANAGER

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the Construction Manager.

All experience by the proposed construction manager must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a construction manager must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid will be deemed non-responsive.

CURRICULUM VITAE (CV) FORMAT				
Name				
Surname				
Position				
Nationality				
Marital Status				
Highest Educational Qualification				
Years in Construction				
Years in the Construction Manager Position				
Years at current Employer				
Professional Status & Registration No.				
Profile Summary				
Key areas of Experience / Skills				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
Work Experience				
Year completed	Position held	Project type	Project Duration	Project Value

Signed by Tenderer

T2.2.10 : DETAILS OF GENERAL FOREMAN

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the General Foreman.

All experience by the proposed General Foreman must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a General Foreman must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid will be deemed non-responsive.

CURRICULUM VITAE (CV) FORMAT				
Name				
Surname				
Position				
Nationality				
Marital Status				
Highest Educational Qualification				
Years in Construction				
Years in the Foreman Position				
Years at current Employer				
Professional Status & Registration No.				
Profile Summary				
Key areas of Experience / Skills				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
Work Experience				
Year completed	Position held	Project type	Project Duration	Project Value

Signed by Tenderer

T2.2.11 : DETAILS OF HEALTH AND SAFETY OFFICER

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the Health and Safety Officer.

All experience by the proposed Health and Safety Officer must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a Health and Safety Officer must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid will be deemed non-responsive.

CURRICULUM VITAE (CV) FORMAT				
Name				
Surname				
Position				
Nationality				
Marital Status				
Highest Educational Qualification				
Years in Construction				
Years in the Health & Safety Officer Position				
Years at current Employer				
Professional Status & Registration No.				
Profile Summary				
Key areas of Experience / Skills				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
Work Experience				
Year completed	Position held	Project type	Project Duration	Project Value

Signed by Tenderer

T2.2.12 : COMPANY TRACK RECORD

The Tenderer shall attach hereto a Company Track Record of laying of sewer reticulation pipelines and relevant infrastructure projects of a similar scope, size and nature completed in the past 10 years with a minimum award value of R 5 000 000.00. The Tenderer shall state details of the Contract as stipulated in the table below, as well as referee names and contact details, and shall provide a certificate of completion for each project listed.

EMPLOYER (Name, Tel No, e-mail)	CONSULTING ENGINEER (Name, Tel No, e-mail)	NATURE OF WORK / PROJECT TYPE	CONTRACT VALUE (Min of R5m)	YEAR COMPLETED (After June 2015)

Signed by Tenderer

T2.2.13 : PRELIMINARY QUALITY ASSURANCE PLAN

The Tenderer must submit their ISO 9001 Certification or Proof of the Quality Management System that the Company has in place as well as a Preliminary Quality Assurance Plan for the contract.

The Preliminary Quality Assurance Plan must outline processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management. Particular attention in the plan must be given to the following:

- a) The proposed internal quality management procedures pertaining to the Works and including aspects such as:
 - Design
 - Drawing
 - Control and tracking of the Contractor's Documents
 - Setting out of the works
 - Managing access on the site
 - Earthworks
 - Sewer Pipes and Structures
 - Gabions
 - Environmental Management
- b) This plan must address the Tenderer's plans for completing the Works within the specified Time for Completion, paying particular attention to:
 - i) Managing of Targeted Enterprise and other subcontractors
 - ii) The sequencing of the Works in terms of the requirements of C3.5: Project Specifications.

Signed by Tenderer

T2.2.14 : LETTER OF GOOD STANDING WITH COMPENSATION FUND

The tenderer must attach to this page a copy of the letter of good standing with the Compensation Fund. Validity will be verified online, failure to submit a valid certificate will lead to disqualification.

Signed by Tenderer

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINES

CONTRACT

PART C1 (OF 4) : AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data (Part 1 and 2)	Yellow
C1.3	Form of Guarantee (Pro Forma)	White
C1.4	Occupational Health and Safety Mandatory Agreement	White
C1.5	Disclosure Statement (Pro Forma)	White
C1.6	Confirmation of Receipt of Contract (Pro Forma)	White
C1.7	Adjudications Board Member Agreement (Pro Forma)	White

C1.1: FORM OF OFFER AND ACCEPTANCE

1 OFFER

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

CONTRACT NO. T06 OF 2025/26: REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU -RE-ROUTING OUTFALL SEWER LINES

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

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

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

.....

..... Rand (in words);

R..... (in figures)

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

For and on behalf of the Tenderer:

Signature(s) of authorized agent(s)

Date:.....

Name(s)

Capacity of authorized agents:

Name and address of organization:

.....

.....

.....

Witness:

.....
(Name)

.....
(Signature)

Date:

2 ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above, or into the Addenda to the Tender Documents.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For and on behalf of the Employer:

Signature(s) of authorized agent(s)

Date:.....

Name(s)

Capacity **Municipal Manager**

Name and address of organization:

**KNYSNA Municipality
P O Box 21, KNYSNA, 6570**

Witness:
(Name)

.....
(Signature)

Date:

3 SCHEDULE OF DEVIATIONS

Notes:

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

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

5. Subject

Details

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

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

For and on behalf of the Tenderer:

Signature(s) of authorized agent(s) Date:.....

Name(s)

Capacity of authorized agents:

Name and address of organization:

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

Witness:
(Name)

.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorized agent(s) Date:.....

Name(s)

Capacity **Municipal Manager**

Name and address of organization:

**Knysna Municipality
P O Box 21, KNYSNA, 6570**

Witness:
(Name)

.....
(Signature)

Date:

C1.2a: CONTRACT DATA (PART 1)

No.	Clause	Description
11	1.2.1.2	The Employer's Agent address TO BE CONFIREMD for receipt of communications and notices.
12	3.2.3	Functions of the Employers Agent The Employer's Agent shall obtain specific approval from the Employer before carrying out any of his functions or duties according to the following Clauses of the General Condition of Contract: New Clause 3.2.3.1: "For expenditure on the Contract to exceed the Contract Price". Existing Clauses: 3.2.1 Nomination of person as Employer's Agent Representative. 5.7.2 Night Work 5.8 Non-working times. 5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). 5.13 Reduction of penalty for delay. 5.14.2 The issue of a Certificate of Practical Completion. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3 Variations of a value greater than R20 000 or when any of the contingencies will be utilised. 6.6 Instruction to expend on Provisional and Prime Cost Sums 6.11 Adjustment of General Items & Approval of Claims. 8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.
13	3.2.4	Employers Health and Safety Agent An independent Health and Safety Agent (HSA) has been employed on this contract in terms of the Construction Regulations, 2014 as promulgated in terms of section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall prepare a Health & Safety Plan in accordance with the Site Specification, Health & Safety Specification and Baseline Risk Assessment and submit such to the appointed HSA for legal compliance assessment & verification / approval prior to any works commencing. The duly appointed HSA will be responsible for further monitoring and the auditing of the approved H & S plan for legal compliance.
14	3.2.5	Suspension Add the following sub- clause: The Employers Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.
15	4.3.1	Compliance with Applicable Laws Add the following to the clause: The contractor shall comply with:

No.	Clause	Description
		- The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002. - National Environmental Management Act (NEMA), Act 107 of 1998 - Occupational Health and Safety Act, Act No. 85 of 1993. - Construction Regulations, 2014. - Site specific health & Safety Specification and Baseline risk assessment prepared by the Employer in terms of the construction regulations 2014. - Any and all other relevant & applicable laws, regulations, statutory provisions and agreements.
16	4.3.3	Contractor's Designer Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
17	4.12.2	Contractors Superintendence The contractors appointed Construction Manager and General Foreman shall be on site at all times when work is being performed. The SACPCMP registered Health and Safety Officer must visit site at least weekly. A health and safety representative must also be appointed and shall be on site at all times when work is being undertaken.
18	4.12.4	Progress Reports Add the following new sub- clause: The Contractor shall submit a comprehensive progress report at least 48 hours prior to the monthly site meetings. The progress report shall consist of at least the following documents: - Approved programme indicating the base programme, actual and planned percentage complete of each item including the "time now" line; - A summary of the progress to date; - Updated realistic cash flow; - Any delays encountered or anticipated, including rainfall statistics for the month; - An information required schedule indicating any information or drawings required; - Plant and Labour Report; - and EME progress.
19	5.3.1	Commencement of the Works The documentation required before Commencement of the Works is carried out: - Health and Safety Plan (Refer to Clause 4.3) - Initial Programme (Refer to Clause 5.6) - Security (Refer to Clause 6.2) - Insurance (Refer to Clause 8.6) - Letter of good standing with the Compensation Commission - Letter of Good Standing with the Civil Engineering Bargain Council

No.	Clause	Description
		CV's & qualifications of key personnel <i>Commencement of work shall take place within 28 days of the commencement date.</i>
20	5.4.2	Access to the Site Not Exclusive Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section below. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works. The contractor shall upon approval of clause 5.3.1 requirements be granted access to establish site (site camp). Upon 100% completion of the site (site camp) or to the Employers Agent satisfaction, access to and possession to the remainder of the site will be granted.
21	5.8.1	Non-Working Times Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00. Non-working days are Saturdays and Sundays. Special non-working days are : - Public holidays, - Election day of local government and national elections (when applicable), and - The official builder's holiday up to a maximum of 25 calendar days (including other special non-working days), as advised by SAFCEC.
22	5.8.1.5	Cost of Supervision Outside of Normal Working Hours Add the following to the clause: The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account.
23	5.11.2	Suspension of Portion of Works Add the following additional clause: The Employer's Agent reserves the right to suspend portions of the Works if there are any test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.
24	5.12.2.2	Extension of Time for Practical Compensation Add the following to the clause: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent

No.	Clause	Description
		waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: 2 working days per month for the months of May to October 3 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. <u>Compensation for rain delays will be made in the following manner:</u> $\frac{\text{Time Related Items}}{\text{Contract Period (in days)}} \times \text{No. of rain days over allowable limit}$
25	5.12.2.4	Amend the clause to read as follows: Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.
26	5.12.3	Relevant Adjustment to General Items Delete clause 5.12.3 and replace with the following: "If an extension of time is granted, the Contractor shall be paid such proven additional costs based on tendered rates including for special non-working days, if applicable, as are appropriate regarding any other compensation which may have already been granted in respect of the circumstances concerned."
27	5.12.5	Critical Path Provision Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the carrying out of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week of five normal working days, will be taken in account for the extension of time.
28	5.13.1	Penalty for Delay The penalty for failing to complete the whole of the Works is R 5,000.00 per calendar day.
29	5.14.1	Practical Completion The requirements for Practical Completion are: - The Contractor shall provide a complete set of marked-up Record Drawings as described in C3.2.4 of the Scope of Works. - The sewer lines and manholes shall be complete as specified with standard marking and signage installation complete.
30	5.14.5.5	Insurance of the Works

No.	Clause	Description
		Delete Clause 5.14.5.5 and replace with: “Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.”
31	5.16.3	Latent Defects Liability The latent defect period is 10 years. The latent defects period shall commence on the date of the final approval certificate.
32	6.2.1	Security Replace the wording “as selected” in Clause 6.2.1 with “as stated”. The security to be provided by the Contractor shall be a fixed performance guarantee of ten per cent (10%) of the Contract Sum. The fixed performance guarantee shall be from an approved Insurance Company or Financial institution that is registered with the Financial Services Board in terms of the Financial Intelligence Centre Act. The fixed performance guarantee shall be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. Any other form of security including a retention money guarantee is not permitted. The wording of the fixed performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Performance Guarantee.”
33	6.2.2	Contractor Failing to Provide Security Replace the entire contents of Clause 6.2.2 with the following: “If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the fixed performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”
34	6.2.3	Validity of Performance Guarantee Replace the entire contents of Clause 6.2.3 with the following: “The Contractor shall ensure that the fixed performance guarantee remains valid and enforceable until the issue of the Certificate of Completion.”
35	6.8.2	Application of the Contract Price Adjustment Factor The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients are: a = 0.25 [Labour] b = 0.15 [Contractor’s equipment] c = 0.55 [Material] d = 0.05 [Fuel] The urban area nearest the site is Knysna. Data for the Contract Price Adjustment Schedule The indices for “L”, “P”, “M” and “F” are the following as published by Statistics South Africa.

No.	Clause	Description
		"L" is the "<u>Labour Index</u>" and shall be the Consumer Price Index (Additional Tables), Table 4 – CPI for the Western Cape, for All Items as published in the Statistical Release P0141 by Statistics South Africa. "P" is the "<u>Plant Index</u>" and shall be the Construction Materials Price Indices, Table 4 – Mining and Construction Plant and Equipment, for Plant and Equipment as published in the Statistical Release P0151.1 of Statistics South Africa. "M" is the "<u>Materials Index</u>" and shall be the Construction Materials Price Indices, Table 6 – Civil Engineering Material, for Civil Engineering Material - Total as published in the Statistical Release P0151.1 of Statistics South Africa. "F" is the "<u>Fuel Index</u>" and shall be the Producer Price Index, Table 1 - PPI for Final Manufactured Goods for Diesel as published in the Statistical Release P0142.1 of Statistics South Africa. The base month is the month prior to the tender closing.
36	6.8.3	Variations in the Costs of Special Materials Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
37	6.10.1.5	Percentage Advance on Materials The percentage advance on materials on site not yet built into the Permanent Works is 80%.
38	6.10.1.7	Deduction of Penalties Add the following to sub-clause 6.10.1.7: "... or any other fines or penalties that become due under the Contract."
39	6.10.3	Retention Money "Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage retention shall be ten per cent (10%) of payments due up to the "Limit of retention money" which shall be five per cent (5%) of the contract sum.
40	6.10.4	Delivery of Payment Certificate Amend the following clause: Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".
41	6.10.4.1	Signed Monthly Expanded Public Works Programme (EPWP reports) Add the following to the clause: "The contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP reports) attached to this tender document as Annexure C and any other requirements that may arise during the contract period, together with the monthly payment certificate. Payment to the contractor will not be certified by the Employer's Agent until the EPWP reports for the specific month is provided. In addition a fine for late submission of R1 000 per day will be applicable for every day after the 2nd calendar day of the subsequent month to the reporting month"

No.	Clause	Description
42	7.2.1	Quality of Materials Add at the end of Clause 7.2.1 : Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused.
43	8.3	Excepted Risks Amend sub-clause 8.3.1.12 of clause 8.3 as follows: “The design, specification or instruction of the Employer’s Agent, Employer (represented by an employee authorised to do so), or defects in the materials supplied by the Employer for incorporation in the Works”.
44	8.6 8.6.1	Insurances Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by Clause 8.6 in this Contact Data. (a) Insurance of the works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever cause, for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate as set out in Clauses 8.6.1.1.1 to 8.6.1.5. (b) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (c) Common Law Liability Insurance for the duration of the Contract Period and with a Limit of Indemnity of not less than R20 000 000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event; (d) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (e) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (f) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance. (g) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.

No.	Clause	Description
45	8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
46	8.6.8	The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
47	8.6.9	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
48	8.6.10	The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the Employer, produce to the Employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
49	8.6.11	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall (a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Contract; and (b) ensure the compliance of Sub-Contractors with this Contract clause, where applicable. The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.
50	9.1.4	Termination of Contract Replace Clause 9.1.4 with the following: “Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employers Agent, and b) will be reimbursed the cost of delay to be agreed with the Employers Agent. Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Engineer will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the due completion date.
51	9.2.1	<u>Delete “or” at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8:</u>

No.	Clause	Description
		9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time; 9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or 9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
52	10.3.2	Dispute to be Referred Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties.
53	10.5.1	Dispute Adjudication Dispute resolution shall be by ad-hoc adjudication.
54	10.5.3	Rules for Adjudication The number of Adjudication Board Members to be appointed is one (1).
55	10.7.1	Arbitration The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
56		Add the following additional: - Details to be confidential “The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employers Agent .” - EME subcontractor(s) Involvement “A minimum of 25% of the value of the Contract shall be subcontracted to EMEs as stated in Part C3: Scope of Works, Section C3.3: Procurement.” It shall remain the Contractor’s responsibility to ensure that this target percentage is attained, irrespective of any sums allowed for EME work in the bill of quantities at the time of tender, which are estimates only. No additional mark-up costs will be payable to the Contractor for work described above other than the tendered rates as entered by the contractor in the bill of quantities.” - Fines for Health & Safety and / or Environmental non-conformances / non-compliance <u>Add the following additional clause:</u> “The contractor shall treat all Health & Safety and Environmental non-conformances/non-compliances based on the outcome of the monthly environmental and health & safety audits as follows: - Finding(s) in the audits are considered as a warning to the contractor. The contractor must affect the necessary changes to correct the non-conformance(s)/non-compliance(s) by the date of the following audit or on a date as instructed by the Employers Agent. - Finding(s) in the following audits or finding(s) not completed by the date given by the Employers are considered as an official non-conformance(s)/non-

No.	Clause	Description												
		compliance(s) and the contractor will be charged a penalty of R5,000.00 for each non-conformance/non-compliance finding. <u>Example:</u> <table><tr><th>Description</th><th>Amount (per non-conformance finding)</th></tr><tr><td>Audit 1 warning/finding of non-conformance</td><td>R0</td></tr><tr><td>Audit 2 official non-conformance</td><td>(R5 000.00)¹ = R5 000.00</td></tr><tr><td>Audit 3 recurring non-conformance</td><td>(R5 000.00)² = R10 000.00</td></tr><tr><td>Audit 4 recurring non-conformance</td><td>(R5 000.00)³ = R15 000.00</td></tr><tr><td>Audit 5 recurring non-conformance</td><td>(R5 000.00)⁴ = R20 000.00</td></tr></table> <u>Note:</u> That non-conformances/non-compliances do not have to take place consecutively for the fine to be charged and that each non-conformance/non-compliance will be charged individually. Non-conformance/non-compliance findings will be charged to the contractor as per the following formula: $f_{(x)} = R5\ 000.00 \times (x)$ where (x) increases by (x) +1 for an audit, with (x) starting at one (1) as per the example above). The penalty will be charged to the contractors' monthly payment certificate." Furthermore the Employers' Agent or Employer's Agent's Representative will have the authority to stop any work if the non-conformances are not rectified or work is being executed in a manner that is unsafe and detrimental to the environment. 4. Fine for late submission of EPWP reports "The contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP reports) attached to this tender document as Annexure C and any other requirements that may arise during the contract period, together with the monthly payment certificate. Payment to the contractor will not be certified by the Employer's Agent until the EPWP reports for the specific month is provided. In addition a fine for late submission of R1 000 per day will be applicable for every day after the 2nd calendar day of the subsequent month to the reporting month" 5. Fine for Poaching "Poaching of any wildlife by any means within the surrounding area of the contract will be penalised per offence at R20 000.00. If the culprit is caught he/she shall be removed from the construction site with immediate effect and shall not return to site." 6. Fines Penalties as described in paragraph 3 to 6 will not necessarily be implemented in the month of the offence but can be implemented in the payment certificate in any of the following months. Fines will not be time barred.	Description	Amount (per non-conformance finding)	Audit 1 warning/finding of non-conformance	R0	Audit 2 official non-conformance	(R5 000.00) ¹ = R5 000.00	Audit 3 recurring non-conformance	(R5 000.00) ² = R10 000.00	Audit 4 recurring non-conformance	(R5 000.00) ³ = R15 000.00	Audit 5 recurring non-conformance	(R5 000.00) ⁴ = R20 000.00
Description	Amount (per non-conformance finding)													
Audit 1 warning/finding of non-conformance	R0													
Audit 2 official non-conformance	(R5 000.00) ¹ = R5 000.00													
Audit 3 recurring non-conformance	(R5 000.00) ² = R10 000.00													
Audit 4 recurring non-conformance	(R5 000.00) ³ = R15 000.00													
Audit 5 recurring non-conformance	(R5 000.00) ⁴ = R20 000.00													

C1.2b: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	1.1.1.9	The Contractor is:
		
	1.2.1.2	The Contractor's address for receipt of communications and notices is :
		Telephone: Facsimile:
		Address (Postal) : Address (Physical) :
		
		
		
2	6.4.1.3, 6.5.1.2.3	The percentage allowance to cover mark-up charges (incl. profit and overheads) is

C1.3: FORM OF PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1. Where a fixed PERFORMANCE Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
 - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
 - 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 2.2.2;
 - 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;
 - 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or
 - 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2.3; and
 - 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5. Where the Guarantor has made payment in terms of 2.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 2.2 or 2.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act of section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of
1993 as amended

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as "the Employer")
AND

(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of R

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Construction Manager CR 8.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.
- 2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

- 5.1 The Mandatory shall appoint competent persons as per the OHS Act 85 / 1993, Construction Regulations 8.1 and Construction Regulations 8.7 – referring the Construction Regulations 2014.as well as other workplace legislative appointments as per workplace activities in accordance with the OHS Act 85 / 1993
- 5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.
- 5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.
- 5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work procedures

- 9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.
- 9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.
- 9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

10. Health and safety meetings

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

11. Compensation registration

- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

12. Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

13. Incident reporting and investigation

- 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.
- 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14. Statutory Obligations of the Mandatory & Contractor

- 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.
- 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
- 14.3 Without derogating from the generality of this paragraph:
- 14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
- 14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention
- 14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
- 14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
- Horseplay, scuffling, fighting, running or throwing of objects.
 - The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
 - Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
 - The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
 - The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
 - The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
 - Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
 - Contractors must, in the interests of safety, enforce discipline

15. Security and access

- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.
- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.
- 15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

16. Fire precautions and facilities

- 16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.
17. Hygiene and cleanliness
- 17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.
- 17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

18. No nuisance

- 18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

19. Intoxication not allowed

- 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.
- 19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. Personal protective equipment

- 20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.
- 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. Plant, machinery and equipment

- 21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.
- 21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

- 23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

- 23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.
- 23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. **Confined Spaces**

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self contained breathing apparatus
- Life line etc

25. **Clarification**

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. **Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. **Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer

Date

NAME: _____

SIGNATURE: _____

for, and on behalf of the Mandatory

Date

NAME: _____

SIGNATURE: _____

Witness

Date

NAME: _____

SIGNATURE: _____

C1.5: DISCLOSURE STATEMENT (PRO FORMA)

Date:

Contract:
.....

Contractor:

Employer:

Engineer:

To whom it may concern

I am willing and available to serve as ad-hoc / standing Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full

Signature

C1.6: CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

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

The(day) of(month) (year)

At (place)

It is hereby agreed that the official commencement date of the contract will be:

The(day) of(month) (year)

For and on behalf of the Contractor:

Signature(s) of authorized agent(s)

Date:.....

Name(s)

Capacity of authorized agents:

For and on behalf of the Employer:

Signature(s) of authorized agent(s)

Date:.....

Name(s)

Capacity of authorized agents:

For and on behalf of the Employers Agent:

Signature(s) of authorized agent(s)

Date:.....

Name(s)

Capacity of authorized agents:

C1.7: ADJUDICATION BOARD MEMBER AGREEMENT (PRO FORMA)

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract for _____

_____ (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition 2015 (GCC), must be referred to **ad-hoc adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
8. A monthly retainer of _____(amount) for _____(number of months), and/or
9. A daily fee of _____(amount) based on a _____(number) hour day, and/or
10. A hourly fee of _____ (amount), and/or
11. A non-recurrent appointment fee of _____ (amount) which shall be accounted for in the final sums payable.
12. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor/Employer*)** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

*** Delete the inapplicable party**

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINE

CONTRACT
PART 2 (OF 4) : PRICING DATA

C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
C2.3	Summary Page for Bill of Quantities	Yellow

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

C2.1.1.1 The method of measurement published by the South African National Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".

C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

A payment reference column is provided in the BOQ to assist the Tenderer when pricing this tender. Certain items may not have a payment reference and the onus is on the tenderer to refer to the relevant specifications as stated above to ensure that the item is priced correctly. If in doubt the tenderer shall preferably seek clarification or else qualify any assumptions made.

C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the schedule/bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.

C2.1.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The schedule/bill has to be completed in black non-erasable ink and the tenderer is referred to the Tender Conditions in regard to the correction of errors.

C2.1.1.5 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.6 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.1.7 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule/bill.

C2.1.1.8 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

C2.1.1.9 All prices or rates inserted in the Schedule/Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Schedule/Bill of Quantities for the addition of VAT

C2.1.1.10 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

- C2.1.1.11 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.12 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Schedule/Bill of Quantities.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule/Bill of Quantities and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- C2.1.1.13 The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule as detailed in Section C1.2 Contract Data (Part 1).
- C2.1.1.14 The Schedule/Bill of Quantities must be completed by the insertion of rates / prices in accordance with the instruction described in the items above. As this Contract is a Re-measurable Contract and Not a Lump Sum Contract, a blank bill of quantities with only a lump sum amount will not be accepted.
- C2.1.1.15 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.16 Rates shall include for the transportation and any other costs required by all labour, including labour from the local ward used by the Contractor and by the appointed EME's.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Schedule/Bill of Quantities, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2: BILL OF QUANTITIES

AS PER SANS 1200 & SANS 0120

NOTE: Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Schedule/Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been either omitted, amended or added to and these changes must be taken into account when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests with the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
A	SANS 1200 A	<u>SECTION A: PRELIMINARY AND GENERAL</u>				
A1	8.3	SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS				
A1.1	PSA 8.3.1	Contractual and Insurance Requirements	Sum	1		
A1.2	C3.1	Management of the Contract	Sum	1		
A1.3		<u>Establishment of Facilities on the Site:</u>				
	8.3.2.1	Facilities for Engineer:				
A1.3.1		Contract/Project Notice boards	No.	2		
	8.3.2.2	Facilities for Contractor:				
A1.3.2		Offices and storage sheds	Sum	1		
A1.3.3		Workshops	Sum	1		
A1.3.4		Living accommodation	Sum	1		
A1.3.5		Ablution and latrine facilities with wash hand basins and taps	Sum	1		
A1.3.6		Tools and equipment	Sum	1		
A1.3.7		Water supplies, electrical power and communications (fax, photostat machine, landline)	Sum	1		
A1.3.8		Access	Sum	1		
A1.3.9		Plant	Sum	1		
A1.3.10		Rain Gauge	No.	1		
A1.3.11		Other Fixed-charge obligations not included (Specify) :				
						
						
A1.3.12	8.3.4	Removal of Contractor's camp and site establishment, including offices, container facilities, fencing, materials, ablutions, fuel supply etc.	Sum	1		
A2	8.4	SCHEDULED TIME-RELATED ITEMS (PSA 8.4.2)				
A2.1	PSA 8.4.1	Contractual and Insurance Requirements	Sum	1		
CARRIED FORWARD						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
	BROUGHT FORWARD					
A2.2		<u>Operation and Maintenance of Facilities on Site for:</u>				
	8.4.2.1	Facilities for Engineer:				
A2.2.1		Contract Project Notice boards	Sum	1		
	8.4.2.2	Facilities for Contractor:				
A2.2.2		Offices and storage sheds	Sum	1		
A2.2.3		Workshops	Sum	1		
A2.2.4		Living Accommodation	Sum	1		
A2.2.5		Ablution and Latrine Facilities	Sum	1		
A2.2.6		Tools and Equipment	Sum	1		
A2.2.7		Water, Electricity, Communications	Sum	1		
A2.2.8		Access	Sum	1		
A2.2.9		Plant	Sum	1		
A2.2.10	8.4.3	Supervision for Duration of Construction	Sum	1		
A2.2.11	8.4.4	Company and Head Office overhead costs for the Duration of the Contract	Sum	1		
A2.2.12	PSA 8.4.5	Provision of Security Personnel	Sum	1		
A2.2.13		Management of the Contract	Sum	1		
	PSA 8.4.6	<i>Compensation in terms of CL 5.12.2.4 of the GCC-2010 & Clause 9.1.4 of the Contract Data (Part 1) for delays incurred: Proof of cost included to be submitted</i>				
A3	8.8	TEMPORARY WORKS				
A3.1	PSA 8.8.6	Dealing with water on site (Special Water Control)	Sum	1		
A3.2	PSA 8.8.2	Dealing with existing sewerage on site	Sum	1		
A4		DAYWORK (PROVISIONAL)				
	8.7	Labour : (Rates shall include all on-costs, including Supervision)				
A4.1		General Worker	hr	40		
A4.2		General Worker overtime	hr	10		
A4.3		Foreman	hr	10		
	CARRIED FORWARD					

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
BROUGHT FORWARD						
A4.4	PSAB 8.2.3 8.7	Foreman overtime	hr	10		
A4.5		Artisan	hr	10		
A4.6		Artisan overtime	hr	10		
A4.7		Ganger	hr	10		
A4.8		Survey Assistant (PSAB 5.5)	hr	10		
		Plant : (Wet rates shall be tendered and shall include all on costs, including supervision)				
A4.9		Tipper trucks - 10m³ capacity	hr	5		
A4.10		Rubber tyre front-end loader min 90kW (CAT 950 or equivalent)	hr	5		
A4.11		Tractor / loader / backhoe (CAT 428 or equivalent)	hr	5		
A4.12		Flatbed truck 8t	hr	5		
A4.13		Light delivery vehicles up to 2000 cc	hr	5		
A4.14		Water cart (10 000 litres or equivalent)	hr	5		
A4.15		Motor grader (140G or equivalent)	hr	5		
A4.16		Vibrating roller 10t (Bomag 212 or equivalent)	hr	5		
A4.17		Pedestrian type vibrating roller 1 ton (Bomag 90 or equivalent)	hr	5		
A4.18		6" Submersible water pump	hr	10		
A5		OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND THE CONSTRUCTION REGULATIONS, 2014 Compliance with the OHS Act and Regulations(including Construction Regulations, 2014)The Contractor's rate shall include full compensation for complying, amongst other, with the following provisions:				
A5.1	PSA 8.9.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations 2014	Sum	1		
A5.2	PSA 8.9.2	Contractor's time related obligations in respect of the Occupational Health & Safety Act and Construction Regulations 2014	Sum	1		
CARRIED FORWARD						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
BROUGHT FORWARD						
A5.3	PSA 8.9.3	Provision of full time Construction Safety Officer	Sum	1		
A5.4		Provision for Occupational Health (Medicals- pre and post employment; Physical and Psychological for work at elevated heights; Medical surveillance for hazardous work; Baseline & audiometric screening tests; HIV and AIDS Programs; etc.	Sum	1		
		<i>The list of OH&S Obligations scheduled above are not necessarily complete and shall not limit the Contractor's obligation in terms of the Construction Regulations, 2014 and Section C4.3 : H&S Requirements and Procedures.</i>				
A6		ENVIRONMENTAL MANAGEMENT PLAN (EMP)				
A6.1	C3.1	Development of approved EMP	Sum	1		
A6.2	PSA 8.10	Compliance with the requirements of the Environmental Management Plan (EMP)	Sum	1		
A6.3		Provision of full time Environmental Compliance Officer (ECO)	Sum	1		
A7		<u>Sums Stated Provisionally by the Engineer</u>				
A7.1	PSA 8.5.5	Community Liaison Officer (CLO) remuneration	Prov Sum	1	50000	R 50 000.00
A7.1.1	PSA 8.5.6	Attendance and profit on Item 1.11.1	%		50000	
		TOTAL SECTION A: Carried to Summary			R	

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
B1	SANS 1200 C	SECTION B: PIPELINE				
		SITE CLEARANCE				
B1.1	8.2.1 PSC8.2.1	Clear and Grub	ha	0.3		
B1.2	8.2.3	Remove and grub all trees and tree stumps regardless of girth	ha	0.3		
B1.3	8.2.5	Take down existing fence	km	0.3		
B1.4	8.2.7	Dismantle and remove existing 350mm suspended steel pipeline	m	130		
B1.5	8.2.8	Demolish and remove exiting pipe gantries and manholes	Sum			
B1.6	8.2.9	Transport materials and debris to unspecified sites and dump	t.km	40		
B1.7	8.2.10 PSC8.2.10	Remove topsoil to nominal depth of 150mm and stockpile	m ³	60		
B2	SANS 1200 D	EARTHWORKS				
B2.1	8.3.2 PSD8.3.2	Bulk Excavation				
B2.1.1		Excavate in all materials and use for backfill or embankment or dispose, as ordered, within a freehaul distance of 5km	m ³	800		
		Extra-over for				
B2.1.2		hard rock excavation	m ³	100		
B2.2	8.3.3 PSD8.3.3	Restricted Excavation				
B2.2.1		Excavate for designated pipe trenches, footing, and restricted foundations in all materials and use for backfill or embankment, or dispose	m ³	200		
	CARRIED FORWARD					

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
	BROUGHT FORWARD					
B3	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
	8.3.2	Excavation				
B3.1	PSDB 8.3.2	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for: Sewer Pipes up to 350 mm dia for depths: Over and Up to				
B3.1.1		0,0 m 1,5 m	m	200		
B3.1.2		1,5 m 2,5 m	m	30		
	8.3.2(b)	Extra over E1.1.1 to E1.1.4				
B3.1.3		Hard Rock Excavation	m ³	20		
B3.1.4		Excavate unsuitable material from trench bottom and dispose of it	m ³	20		
B3.2	8.3.3	Excavation ancillaries				
B3.2.1	8.3.3.1	Imported backfill materials from				
B3.2.2		commercial or off-site sources selected by Contractor	m ³	50		
B4	SANS 1200 LB	BEDDING (PIPES)				
B4.1	8.2.2	Supply only of Bedding by Importation				
	8.2.2.3	From commercial Sources (Provisional)				
B4.1.1		Selected granular material	m ³	70		
B4.1.2		Selected fill material	m ³	50		
B4.1.3	PSLB 8.2.2.3	19mm concrete stone to SABS 1083	m ³	30		
B5	SANS 1200 LD	SEWERS				
B5.1	8.2.1	Supply, lay, joint and bed (bedding for flexible pipes) uPVC pipes				
B5.1.1		350 mm dia Class 34 (heavy duty) socketed one end	m	230		
	CARRIED FORWARD					

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
	BROUGHT FORWARD					
B5.2	8.2.3	Manholes Construct brick manholes complete as detailed on Drg 202117 002 for depths: Over and Up to				
B5.2.1		0,0 m 1,5 m	No	8		
B5.2.2		1,5 m 2,5 m	No	2		
B5.3	8.2.11	Connection to Existing Sewer Pipes	No	4		
B6	SANS 1200 DK	EARTHWORKS (GABIONS & PITCHING)				
B6.1	8.2.1	Surface preparation for bedding gabions				
B6.1.1		Cavities filled with approved excavated material or rock	m ²	720		
B6.1.2		Cavaties filled with grade 15 concrete (provisional)	m ³	40		
B7	8.2.2	Gabions				
		1.0 W x 1.0 H x 1.0 Long	m ³	250		
		1.0 W x 1.0 H x 2.0 Long	m ³	500		
		2.0 W x 0.3 H x 6.0 Long	m ³	22		
D4	8.2.4	Geotextile (A4)	m ²	600		
		TOTAL SECTION B: Carried to Summary			R	

SUMMARY

SECTION A:	PRELIMINARY AND GENERAL	R
SECTION B:	PIPEWORK	R
	TOTAL OF PRICED ITEMS	R
	Allow 10% contingencies to be expended as directed by the Engineer and to be deducted in whole or in part if not required	<u>R</u>
	NET TOTAL OF TENDER	R
	Add 14% Value Added Tax	<u>R</u>
	GROSS TOTAL OF TENDER Carried to Offer Form	<u>R</u>

Date:.....

Signed on behalf
of Tenderer:.....

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINE**

**THE CONTRACT
PART C3 (OF 4): SCOPE OF WORKS**

C3.1	Description of the Works	Blue
C3.2	Engineering	Blue
C3.3	Procurement	Blue
C3.4	Construction	Blue
	Part A : General	Blue
	Part B : Variations to Standard Specifications	Blue
	Part C : Particular Specifications	Blue
C3.5	Management	Blue

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

It is the Employer's objective replace a collapsed sewer manholes and reroute the existing sewer that currently uses and damaged pipe bridge.

C3.1.2 OVERVIEW OF THE WORKS

The works generally comprise clearing of the site, bulk earthworks, earthworks for pipe trenches, bedding for pipes, sewer pipes, backfilling of trenches, and construction of gabions.

Access to the site is restricted and use of earth moving equipment may not be possible.

C3.1.3 EXTENT OF THE WORKS

Work to be carried out under this contract is shown on the drawings and described in Part C3.4 of these Scope of Works. This work may be briefly described as comprising the following;

- Site Clearance,
- Earthworks (Bulk and Restricted),
- Earthworks (Pipe Trenches),
- Earthworks (Gabions),
- Bedding,
- Laying of Sewer Pipes,
- Construction of Manholes.

C3.1.4 LOCATION OF WORKS

As stated in C3.1.2 above, the project is located in Khayaletu, Ward 7, within the Knysna Municipality area.

Refer to the locality plan, drawing No. 202117 100

C3.1.5 TEMPORARY WORKS

Temporary works shall comprise of the following:

- Location and protection of existing services.
- Dealing with stormwater runoff and or groundwater.
- Shoring of excavations where required.
- Formwork to structures where required.
- Maintaining access to adjoining erven. Pedestrian access shall be provided at all times for the duration of the works. Vehicular access may at times not be possible. In these instances, the Contractor shall make all necessary arrangements for safe and secure off-street parking within a reasonable walking distance of the erven affected.
- Security.

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Responsibilities for design are:

Design item / level of design	Party responsible for Design / Supply of drawings
Concept, feasibility and overall process	Employer & Employer's Agent
Basic engineering and detail layout to tender stage	Employer & Employer's Agent
Final design to approved for construction stage	Employer & Employer's Agent
All temporary works	Contractor
Record drawings	Contractor

C3.2.2 EMPLOYER'S DESIGN

All permanent works have been designed by the Employer's Agent, as reflected on the drawings issued herewith and as construction drawings on commencement.

C3.2.3 DESIGN BRIEF

The Contractor is responsible for the design of all temporary works required for the construction of the permanent works – all to the approval of the Employer's Agent and Employer before construction commences.

No permanent works will be designed by the Contractor.

C3.2.4 DRAWINGS

Drawings detailing the design of temporary works shall be prepared by the Contractor for approval by the Employer's Agent.

The drawings listed below have been prepared by the Employer's Agent and are issued as tender drawings. Subsequent revisions will be issued for construction at commencement and as required thereafter.

Drawing No.	Description	Size
202117 100	Locality Plan	A3
202117 001	Sewer A – Plan and Longitudinal Section	A1

The Contractor shall mark up on drawings provided to him for this purpose, the exact positions and details of all existing services, new infrastructure and the like constructed under this contract. The marked-up drawings shall be handed to the Employer's Agent monthly as the work progresses and a full, complete set prior to requesting Practical Completion.

C3.2.5 DESIGN PROCEDURES

The Contractor shall obtain the Employer's Agent's approvals of his proposed designs prior to commencement of the temporary works.

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

All sub-contractors contributing to targeted procurement shall be procured through a competitive, public tender process. The Conditions of Tender and Tender Data as applicable to the procurement of this contract shall apply to the procurement of these sub-contractors.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Conditions of Tender and Tender Data as applicable to the procurement of this contract shall apply to the procurement of these sub-contractors.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of Mandatory Subcontract Works

The following covers the Employer's requirements for the use and development of EME and QSE subcontractors and suppliers from the Target Area.

(i) Definitions

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

- a) **"Contract"** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).
- b) **"Contract Participation"** is a process by which the Employer implements Government's objectives by setting targets relating to small contractor development and labour enhancement which the Contractor shall achieve as a minimum.
- c) **"Contractor"** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).
- d) **"EME"** is an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- e) **"Labour"** is the Contractor's and Subcontractor's personnel whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's and Subcontractor's employment policies. The personnel employed by suppliers are not defined as Labour.
- f) **"QSE"** is a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- g) **"Target Area"** is the area within the Knysna municipal boundaries.
- h) **"Targeted Enterprise"** is an EME or QSE which:
 - (i) is at least 51% owned by black people; and
 - (ii) the Contractor has no equity holding in; and
 - (iii) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
 - (iv) is registered on the National Treasury's Central Supplier Database (CSD); and
 - (v) is a sub-contractor who undertakes work within its registered CIDB category; or
 - (vi) is a supplier of Goods which satisfies (i) to (iv).
- i) **"Target Group"** is a Designated Group as defined in the Preferential Procurement Regulations, 2017 or Youth.

- j) **“Targeted Labour”** is Labour recruited from the Target Area, who permanently reside in the Target Area or who are recognized as being residents of the Target Area on the basis of identification and association with and recognition by the residents of the Target Area.
- k) **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

(ii) Contract Participation

(a) **Objective**

Knysna Municipality wishes to extend economic opportunities and develop entrepreneurial capacity by the optimum utilisation of the resources existing within its boundaries, the development of these resources in the execution of the project.

(b) **Contract Participation Targets**

Contract participation is the process by which the Employer implements the above objectives. The Employer sets targets for construction by specified entities the rand value for which is based on the services and work undertaken by the specified entities and measured as a percentage of the Final Contract Value measured at the date of issue of the Practical Completion Certificate. The Contractor is obliged to commit to or exceed a Contract Participation Target of 25%.

The 25% target is subject to the following minimum sub-targets:

- 30% (of the 25% target) to be allocated to local CIDB Grade 1CE contractors
- 30% (of the 25% target) to be allocated to local CIDB Grade 2CE & 3CE contractors

The remaining portion of the 25% target may be allocated to any EME/QSE that conforms to the definition of a Targeted Enterprise, subject to all other conditions contained in the specifications.

Should there not be sufficient EME's in the designated grades that qualify for the work to be undertaken after the tender process has been completed, and/or insufficient EME's qualify in a specific designated grade to achieve a sub-target, then the sub-targets may be adjusted and/or EME's in the next level upwards may be used subject to approval by the Employer.

Note that the Contractor will be required to employ up to a maximum of 10 Targeted Enterprise Subcontractors in order to achieve the targets above.

(c) **Contract Participation Goal (CPG)**

The CPG is the monetary value of the targets set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{Final Contract Value} \times (\% \text{ Targeted Enterprise} / \text{EME's})$$

The Final Contract Value is the total value of the Contractor's final certified work measured at the date of issue of the Practical Completion Certificate, excluding all Prime Cost and Provisional Sums and markups on these. The Final Contract Value includes the value of scheduled work and extra work but excludes any adjustment for Contract Price Adjustment and VAT.

(d) **Contract Participation Performance (CPP)**

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

CPP = total value (excluding VAT) of Targeted Enterprise contribution by subcontractors (excluding VAT) + 50% of the value of Targeted Enterprise contribution by suppliers of Goods (excluding VAT).

The Contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Labour, Targeted Enterprises and Target Groups. Monthly returns, in the format provided by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of the CPP the Contractor shall include in his contract programme details of how he will achieve the CPG. The detail shall be provided not later than 1 (one) month after the engineer has accepted the original construction programme and updated with every subsequent revision.

As an incentive to encourage the Contractor to exceed the CPG, a bonus is offered, measured as follows:

Bonus = $0.1 \times (\text{CPP} - \text{CPG})$ up to a maximum of R100 000.00.

Any bonus due (or portion thereof) shall be calculated on the Final Contract Value. No bonus shall apply if the Targeted Enterprises targets are not reached.

Conversely, failure to reach the CPG or any individual Target Group targets shall render the Contractor liable for a penalty.

Penalty = $0.25 \times [\text{CPG} - \text{CPP}]$

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises comply fully with the definition of a Targeted Enterprise, and documentary evidence to support the claim lodged with the engineer before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of the respective registration documentation shall rest with the Contractor.

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise progress during construction, starting from the award of a subcontract to a Targeted Enterprise until the successful completion of the subcontract work or termination of the subcontract. The Contractor may engage a small contractor who is not yet registered as a Targeted Enterprise and it then becomes a responsibility of the Contractor to assist with the registration process. If not successfully registered within the contract period, work completed by that small contractor shall not count towards CPP.

(i) Procedure for Engaging Targeted Enterprises on the Project

The conditions of subcontract shall stipulate that the tenderer must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the Work Package.

The Contractor, with assistance from the Employer's Agent, must undertake the following tasks in appointing Targeted Enterprises:

- Follow and Expression of Interest process, which must be publicly advertised, to compile a shortlist of potential subcontractors based.
- Invite compliant Targeted Enterprise subcontractors to tender on the works packages.
- Enter into a subcontract agreement for each Work Package with the successful Targeted Enterprise subcontractor using the SAFCEC format ;

- Assist and monitor the Targeted Enterprise subcontractors with their programming, production, work output and quality;
- Issue, subject to the approval of the Employer, a Certification of Completion to each Targeted Enterprise subcontractor.

(iii) Tender Process for appointing Targeted Enterprises

a) **Tender Process**

The Contractor shall follow an expression of interest process that will be publicly advertised, to invite subcontractors that are interested in tendering on the subcontract packages. The expression of interest process will require submission of certain prerequisite documentation that will be assessed on a scoring system to compile a list of pre-qualifying subcontractors. The Employer and Employer's Agent will assist the Contractor in defining the expression of interest process and criteria to be applied.

The pre-qualified subcontractors will then be invited to tender on the work packages. The Employer's Agent will monitor and approve this process.

The Contractor shall adjudicate the tenders with the assistance of the Employer's Agent Representative and shall enter into a subcontract agreement with the successful Targeted Enterprise(s).

All conditions of tender, as they applied to this Contract, shall apply where relevant, to the tenders for Targeted Enterprise subcontracts.

b) **Conditions of Tender and Contract**

The Conditions of Tender shall be those included in the tender documents for his Contract (available from the Employer's Agent if necessary).

The conditions of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works (2015).

c) **Assistance to the Tenderers**

A clarification meeting for each Work Package is compulsory.

The Contractor shall be responsible for ensuring that prospective Targeted Enterprise tenderers fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- implications of the tendered rates;
- scope and extent of the works included in the subcontract;
- proper procedures for the submission of the tender;
- procedures and basis on which tenders will be adjudicated and the subcontract awarded.

d) **Adjudication**

The Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.

All tenders received shall be evaluated by the Contractor and reviewed by the Employer's Agent.

The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender.

Adjudication of the tenders received will be made by the Contractor and reviewed by the Employer's Agent. The Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate his method of award, as may be necessary. All unsuccessful and successful tenderers need to be notified in writing

e) Award of Tenders

The Contractor must award the work to the successful EME Tenderer where after a subcontract agreement will be signed between the Contractor and the successful EME Tenderer using the attached SAFCEC format.

(iv) Attendance on Targeted Enterprise subcontractors

The Contractor shall closely manage and supervise all Targeted Enterprises and shall manage, guide and assist each Targeted Enterprise in all aspects of management, carrying out and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant Targeted Enterprise and shall be directed at enabling the Targeted Enterprises to achieve the successful carrying out and completion of the subcontract.

A payment item shall be provided in the schedule of quantities in the Contract, in which the Contractor will be reimbursed for his attendance on the Targeted Enterprise subcontractors. This amount shall allow for:

- All costs incurred for advertising and adjudicating tenders, and for assistance afforded to prospective tenderers.
- All administrative, management and supervisory functions associated with the employment of the Targeted Enterprises.

(v) Contractor's Obligations to subcontracted Targeted Enterprises

a) Dispute Avoidance and Resolution Procedures

The Contractor shall at all times:

- Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular Targeted Enterprise concerned.
- Closely manage and supervise all Targeted Enterprises and wherever feasible, give reasonable warning to Targeted Enterprises when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the Targeted Enterprises reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the EME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprises that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a Targeted Enterprise such dispute shall be resolved in accordance with the provisions of the subcontract.

b) Quality of Work and Performance of the Targeted Enterprise subcontractor

Quality

The contractor shall be fully liable for the quality of work done by the Targeted Enterprises as of that work is done by the main contractor. All works are to be done according to the specs and as specified in the tender document.

Performance

If the Targeted Enterprise Subcontractor, in the opinion of the Employer's Agent, fails to comply with the criteria as listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria may include, but are not limited to, the following:

- Acceptable standard of works as set out in the specifications in the subcontract.
- Progress in accordance with the time constraints in the subcontract.
- Punctual and full payment of the workforce and suppliers.
- Site safety
- Accommodation of traffic.

The Targeted Enterprise Subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of points (d) and (e), for which the reaction time shall be 24 hours. Failure to do so, will be sufficient grounds for the Contractor to terminate the subcontract, provided that the Employer and Employer's Agent is satisfied that the Contractor has made every effort to correct the performance by the Targeted Enterprise Subcontractor.

(vi) Issuing of Completion Certificate

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the Targeted Enterprise, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the Employer's Agent, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employer's Agent and a senior representative of the Contractor, who has been duly authorized thereto.

The Certificate of Completion shall provide the following information:

a) **Main Contract data:**

- Contract title;
- Contractor's full name and address;
- Employer's Agent's name and address;
- Employer's name.

b) **Subcontract data:**

- Targeted Enterprise name and address;
- Scope or extent of the subcontract works;
- Value of the subcontract works;
- Duration of the subcontract;
- Date of completion of the subcontract;
- Description of the training undergone by the Targeted Enterprise.

(vii) Contractor's Liability

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), the Contractor shall be fully liable for the acts, defaults and neglects of any Targeted

Enterprise, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

(viii) Measurement and Payment

Under the work packages set aside for Targeted Enterprises, the Targeted Enterprise shall be responsible for all labour, plant, equipment, tools, materials and any other incidentals that may be required to carry out the works in accordance with the specifications.

In cases where the Targeted Enterprise is unable to have the above then the main contractor is to provide plant, equipment, tools, material and other items needed by the Targeted Enterprise in order to implement his work and such contracts will be regarded as labour only sub contractors.

The main contractor shall supervise and manage the Targeted Enterprise work at all times in order to ensure compliance with the specifications and drawings.

The main contractor shall pay Targeted Enterprise 7 days after issue of an Invoice. The main contractor will not charge Targeted Enterprise handling costs i.e. bank charges, early payment discounts etc.

The Employer's Agent may request proof of payment, invoices and detailed cost break downs at any time during the contract period.

(ix) Payment of Targeted Enterprises

Where deemed necessary in consultation with the Employer's Agent and Employer, in order to assist with cashflow, Targeted Enterprises may be invited to submit their payment certificates or claims fortnightly, and are to be paid by the contractor within 14 days.

Payment of Targeted Enterprises may not be delayed pending payment of the contractor by the Employer.

(x) General

The time for achieving practical completion takes into account procurement and the use of Targeted Enterprises and the main contractor is to programme his/her work taking these factors into account.

Non-performance of subcontractors shall be dealt with by the Contractor in terms of the clause 10 in the SAFCEC sub contractor agreement.

The main contractor shall not permit the invited EME sub contractor to further sub contract any part of the works.

C3.3.2.2 Preferred Subcontractors

Other than the requirements mentioned in C3.3.2.1 above, there is no requirement to engage preferred subcontractors.

C3.3.2.3 Subcontracting Procedures

Other than the requirements mentioned in C3.3.2.1 above, there is no specific requirement for subcontracting procedures.

C3.4: CONSTRUCTION: PART A - GENERAL

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS Standards

The Standardised Specifications listed below are applicable to the contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in the list below. Where such specifications are not included, they shall however be deemed to be included in the contract documents.

South African Bureau of Standards, Standardized Specifications for Civil Engineering Construction. SANS/SANS 1200 series, specifically:

SANS 1200 A	– 1986	General
SANS 1200 C	– 1980	Site Clearance (As amended 1982)
SANS 1200 D	– 1988	Earthworks (As amended 1990)
SANS 1200 DB	– 1989	Earthworks (Pipe Trenches)
SANS 1200 DK	– 1996	Gabions and Pitching
SANS 1200 LB	– 1988	Bedding (Pipes)
SANS 1200 LD	– 1988	Sewers

The term “Schedule of Quantities” appearing in any of the SANS 1200 standardised specifications, or any amendment thereto in these Scope of Works, shall be replaced with “Bill of Quantities”.

C3.4.1.2 Applicable national and international standards

Where materials to be used in the works are required to comply with a SANS specification, they will be accepted as complying with the SANS specification if one of the following is satisfied.

- The display of a SANS mark on the product with a copy of the SANS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

C3.4.1.3 Particular / generic specifications

Refer to C3.4: Construction: Part C – Particular Specifications.

C3.4.1.4 Certification by recognised bodies

Refer C3.4.1.2 above.

C3.4.1.5 Agreement certificates

None required.

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Plant and materials supplied by the employer

No plant or materials will be supplied by the employer.

C3.4.2.2 Materials, samples and shop drawings

All materials shall be imported by the contractor from commercial sources.

Prior to importing any materials, the contractor shall arrange for sampling and testing by a SANAS approved laboratory to prove compliance with the applicable materials specification. The Employer's Agent may request samples be delivered to his offices to allow independent testing. No materials shall be imported until the Employer's Agent has confirmed the acceptability of the proposed material(s).

C3.4.3 CONSTRUCTION EQUIPMENT

C3.4.3.1 Requirements for equipment

The contractor is responsible for ensuring that the type and numbers of plant and equipment utilised is suitable to efficiently and safely complete the works with limited environmental impact and within the contract period for completion.

C3.4.3.2 Equipment provided by the employer

No plant or equipment will be provided by the employer.

C3.4.4 EXISTING SERVICES

C3.4.4.1 Known services

Many known services cross the site of the works. These are shown on the drawings as far as possible. Before any work commences the exact positions of all services must be located and the services identified, marked and recorded on plan for inclusion in the record drawings.

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services.

C3.4.4.2 Treatment of existing services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, fences, places and things in the vicinity of the Works and so as not to interfere in any way at any time with the smooth and continuous operation of the existing facilities.

The Contractor shall however ensure that, prior to construction all the necessary Record Drawings and Wayleaves for all services have been obtained and verified on site by the relevant service providers in his presence. The Contractor must request in writing the relevant official to indicate the said services within 96 hours prior to the commencement of the work, after which the responsibility rests with the service department if the services are not indicated to the Contractor as requested.

All existing services must be located and marked. The contractor is to take levels of all the exposed services and forward to the Employer's Agent before any work can commence. The Employer's Agent will then check levels against design and only then will the Employer's Agent

allow the Contractor to continue with the works. The Contractor is to allow for the exposing of services and subsequent checks by the Employer's Agent in their programme. All existing services are to be located by hand-excavation.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

C3.4.4.3 Use of detection equipment for location of underground services

The use of detection equipment shall be at the contractor's discretion and at his own cost.

C3.4.4.4 Damage to services

All repairs will be done to the standard of the service before the damage was incurred. Where owners of existing services elect to repair damages themselves, the contractor will remain liable for any claims that the owners of the service may make to compensate for the costs involved.

C3.4.4.5 Reinstatement of services and structures damaged during construction

All reinstatements will be done to the standard of the service before the damage was incurred. Where owners of existing services elect to repair damages themselves, the contractor will remain liable for any claims that the owners of the service may make to compensate for the costs involved.

C3.4.5 SITE ESTABLISHMENT

C3.4.5.1 Services and facilities provided by the employer

The employer will not provide any services or facilities to the contractor.

C3.4.5.2 Facilities provided by the contractor

The contractor is to provide the necessary offices, stores, workshops and services as required in SANS 1200A and SANS 1200AB (as amended).

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. Details of the Contractor's proposals for these facilities shall be submitted to the Employer's Agent for approval prior to their erection. All regulations stipulated by the local authorities concerned must be adhered to.

(i) Source of Water Supply

The Contractor may make application to the municipality's water division for a clean water supply point but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make themselves thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

Water used for layerworks will not be from a potable source.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor any additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the abovementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(ii) Source of Power Supply

The Contractor is to make his own arrangements with the municipality's electricity department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Camp and Materials storage area

The final position is to be agreed with the Employer and Employer's Agent.

The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works, the surface of the area utilised shall be re-instated and the acceptance thereof confirmed in writing by the land owner.

(iv) Refuse Containers and Disposal

Adequate recycling containers for collection of refuse in separate containers (plastic, glass, paper etc.) shall be provided by the Contractor. All containers shall have lids. Arrangements for refuse disposal shall be made with the relevant authority.

C3.4.5.3 Storage and laboratory facilities

Refer C3.4.5.2 above.

C3.4.5.4 Other facilities and services

Refer C3.4.5.2 above.

(i) Security

The provision of security for the Contractor's site establishment and resources shall be his sole responsibility and no claims for additional security measures taken during the contract will be considered.

The Contractor must take note of the general crime problems which take place in the area and provide a balanced system which will provide the maximum security for his personnel and authorised visitors on the site, and reduce the risk of theft. The Contractor's security system must be approved by the Employer's Agent.

Adequate shelter and toilet facilities shall be provided to the security personnel.

(ii) Survey Control and Setting Out

Sufficient benchmarks with levels and co-ordinates are available on site. Setting out will be done from these benchmarks using co-ordinates supplied by the Employer's Agent. The Contractor shall confirm if the benchmarks provided on the drawings are correct. In the event that an insufficient amount benchmarks are available the Contractor shall arrange with a surveyor, at the Contractors expense, for the placement of additional benchmarks.

(iii) Control Testing

The Contractor is required to carry out his own control testing.

The Contractor shall make arrangements with a SANAS accredited soils testing laboratory to undertake tests as per the standard specifications and to submit copies of results to the Employer's Agent. The costs of such tests shall be included in the rates tendered for the appropriate item in the Bill of Quantities.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

C3.4.5.5 Vehicles and equipment

Refer C3.4.5.1 and C3.4.5.2 above.

The Employer will not make any vehicles or equipment available.

C3.4.5.6 Advertising rights

No communication with the media or public is permitted without the prior approval of the Employer.

C3.4.5.7 Notice boards

Refer C3.4.5.2 above.

C3.4.6 SITE USAGE

Refer Section C4: Site Information.

C3.4.7 PERMITS AND WAYLEAVES

The Contractor will be required to take cognisance and comply with the general way-leave requirements of the various service providers where applicable. The Contractor is to liaise with the Employer's Agent to establish who they require to make contact with prior to commencement of the Works. The following stakeholders would need to be contacted,

1. Municipal divisions (Water, Sewer, Electrical)
2. Telkom
3. Eskom
4. All other service providers in the area

C3.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor shall satisfy himself that the dimensional accuracy, alignment and levels of the existing infrastructure is compatible with the proposed works as detailed on the construction drawings.

Any discrepancies shall be brought to the attention of the Employer's Agent or his representative as soon as they are known.

This will enable the Employer's Agent to assess the impact of the discrepancies and instruct the Contractor accordingly.

C3.4.9 INSPECTIONS OF ADJOINING PROPERTIES

Some encroachment on the road reserve by neighbouring properties is evident. The Employer's Agent will advise how the Contractor is required to deal with these encroachments. Prior to commencement of work in any particular area, the Contractor shall arrange for the inspection of any adjoining properties that may be affected by construction activities. The Contractor shall take whatever records / photographic evidence as he deems necessary as evidence in possible damage claims by adjoining property owners.

The time impact of dealing with these encroachments must be included in the Contractor's programme.

C3.4.10 WATER FOR CONSTRUCTION PURPOSES

Refer C3.4.5.2 above.

C3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Refer C3.4.5.4 (ii) above.

C3.4: CONSTRUCTION: PART B – VARIATIONS TO THE STANDARD SPECIFICATIONS

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause in this part of the project specification consists of the prefix PS followed by a letter corresponding to the part of SANS 1200 being changed or reinforced and a number corresponding to the number of the relevant clause in the standard specifications.

The number of the new clause which does not form part of a clause in the standard specification, and which is included herein, is also prefixed by PS followed by a letter corresponding to the part of SANS 1200 being added, followed by a new number. The new numbers follow on the last clause numbers used in the relevant section of the standard specifications.

PSA GENERAL

PSA2.3 DEFINITIONS

Add the following under (a) General

"Task" - a quantified activity or operation

"Daily task" - a task required to be completed within a given time

"Task work" - work paid by the completed task

"Daily rate " - the remuneration of day's work regardless of output

"Daily wages - see "Daily rate"

"Task rate - The remuneration for a completed task

"Daily task rate - The remuneration for a completed daily task

"Labour intensive construction" - The economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment .

"Labour based construction" - See "labour intensive construction"

PSA3 MATERIALS

PSA3.1 Quality

Where a material to be used in this Contract is specified to comply with the requirements of a SANS Standard Specification, and such material is available with the official SANS mark, the material used shall bear the official mark.

No used or recycled material may be used in the Works unless expressly authorised in writing by the Employer's Agent prior to its delivery to site.

PSA 4 PLANT

PSA 4.2 Contractor's Office, Stores and Services

Add to the Sub-Clause:

"Suitable first aid services required for this contract shall include, inter alia, a First Aid cabinet fully equipped and maintained with the minimum contents as listed in the Annexure (Regulation 3) of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)."

PSA 5 CONSTRUCTION

PSA 5.2 Watching, Barricading and Lighting

Add the following

“The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993)”.

PSA 5.7 Safety

Add the following:

“All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structure shall be carried out in conformance with the regulations framed under the occupational health and Safety Act, 1993 and the minerals Act, Act 50 of 1991, including shoring where necessary, to ensure the safety of structures that are at risk.

The contractor shall make available, for the duration of the contract, safety helmets, vests, gumboots and any other necessary equipment for sole use by the Employer’s Agent and his representative(s).”

PSA 5.8 Ground and Access to Works

Add the following:

“The Contractor shall, at his own expense, provide suitable vehicular and pedestrian access for residents of adjoining properties and other Contractors requiring access to the Site.”

**PSA 5.9 Accommodation of Traffic
(New Clause)**

Temporary traffic signs shall be erected at all deviations, restrictions and closures.

The **number and layout** of the temporary traffic signs shall comply with the relevant requirements of the SARTSM. The proposed layout shall be approved by the Employer’s Agent prior to erection.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.2.2 Scheduled Time-related items

Add the following:

“The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order or approved Extension of Time:

Sum of Tendered amounts for Time-Related Items x $\frac{\text{Extension of Time Authorised}}{\text{Tender Contract Period}}$

**For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January shut-down period and all special non-working days, if applicable.*

PSA 8.3 Scheduled Fixed-Charge and Value-Related Items

PSA 8.3.1 Contractual Requirements

Add the following:

“In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Contract Data.”

PSA 8.4 Scheduled Time-Related Items

PSA 8.4.1 Contractual Requirements

Add the following:

“The sum shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract.
- (iii) Compliance with all General Conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.
- (iv) Providing an EME Construction Manager as specified herein.

Payment of the sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200 A.

The Contractor will not be paid for Time-related items for any Special Non-Working Days as stipulated in C1.2: Contract Data (Part 1), which shall be deemed to have been allowed for in his rates.”

PSA 8.4.6 Compliance with OHS Act and Construction Regulations sum *(New Clause)*

“The sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Construction Regulations at all times for the full duration of the Contract. This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.”

PSA 8.4.7 Security month *(New Clause)*

“The sum shall cover the cost of providing such security personnel and resources the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area. Refer also to 3.4.5.4.”

PSA 8.4.8 Miscellaneous Items *(New Clause)*

An item which, in the payment clause column of the Pricing Schedule, refers to this clause (PSA8.4.8) will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

PSA 8.4.9 Attendance on Targeted Enterprise subcontractors sum *(New Clause)*

“The sum shall cover the cost of the attendance on the Targeted Enterprise subcontractors as described under Clause C3.3.2.1 (iv) of the specification, and any additional costs that the Contractor may incur in meeting the requirements under Clause C3.3.1 of the specification and which have not been allowed for elsewhere in his rates”

PSA 8.5 Sums Stated Provisionally by Engineer (See 8.1.2.1(d))

Add the following :

“(c) EME Subcontract Works

- (1) Targeted Enterprise assistance (to be used at the discretion of the Employer).....Provisional (Prov) Sum
- (2) Overhead charges, profit and handling costs Percentage (%)
- (3) CPG Bonus.....Provisional (Prov) Sum

The provisional sum item (1) is a contingency amount to be used at the discretion of the Employer for possible assistance related to the work to be undertaken by Targeted Enterprises. The subcontractors will be selected through an open, competitive tender process managed by the Contractor in consultation with the Employer's Agent and Employer.

Use of funds under this item will be subject to approval by the Employer. Any approved amount shall be certified by the Employer's Agent for work completed by the EME subcontractor/s utilising this item.

The percentage overhead item (2) shall cover all costs including but not limited to management, administration, overheads, finance costs, risk and profit on the value of the work approved under this item.

The provisional sum item (3) is for payment of the CPG bonus, should the target be achieved.

(d) Community Liaison Officer (CLO)

"The provisional sum is to cover the cost of the CLO's monthly salary for the duration of the contract. The percentage tendered on the above provisional sum shall cover the office administration of the CLO's employment contract as well as on site management of the CLO, for the duration of the contract.

- (1) CLO's monthly salary Provisional (Prov) Sum
- (2) Overhead charges, profit and handling costs Percentage (%)

(e) Acceptance Control Testing

The provisional sum is to cover the cost of any additional testing ordered by the Employer's Agent. The percentage tendered on the above provisional sum shall cover office administration, all overhead charges and handling costs.

- (1) Acceptance Control Testing Provisional (Prov) Sum
- (2) Overhead charges, profit, handling costs for ContractorPercentage (%)

PSC	SITE CLEARANCE
PSC 3	MATERIALS
PSC 3.1	Disposal of Material

Delete the first two sentences of this clause and replace with:

“Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the Contractor and disposed of at an approved licensed waste disposal site.

Fees payable at waste disposal sites shall be included in the contractor’s rates.”

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.1 Classes of Excavation

Delete the contents of Clause 3.1 and replace with the following:

“The classification shall be as described in PSDM 3.1”.

PSDB 3.5 Backfill Materials

Delete the contents of Clause 3.5(b) and replace with the following:

“Materials used in the reinstatement of trenches beneath or within a new roadway, up to underside of the road layers, shall be 37,5mm basecourse quality material conforming to SANS 1200 MF compacted in 150mm layers to 98% MDD density. The area subject to loads from road traffic shall be held to apply for a width of 150mm beyond the back of kerb.”

PSDB 3.6 Materials for Reinstatement of Existing Roads and Paved Areas

PSDB 3.6.4 Bituminous and/or Asphalt Surfacing

Delete the contents of Clause 3.6.4 and replace with the following:

“Where this project is undertaken simultaneously with the construction of bituminous and/or asphalt surfaced roads, a hot-mix asphalt and/or bituminous surfacing in accordance with the specifications applicable to the road surfacing shall be used in the reinstatement of the road surface. Where the construction of surfaced roads do not form part of this project, a hot-mix asphalt (continuously graded medium or fine) laid on a cleaned surface which has been previously tack coated with an anionic emulsion shall be used in the reinstatement of the road surface.”

PSDB 3.7 Selection

Notwithstanding Subclause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and separate the sandy material from unsuitable material and place it adjacent to the trench for re-use as backfill, selected backfill, selected granular material or for other use as ordered by the Employer’s Agent.

PSDB 4.3 Compaction Equipment

Add the following:

“The Contractor shall use plate compactors to compact selected fill material. The Contractor may compact backfill material above the pipeline with a compactor with a maximum weight of 2 tons after a cover of 600mm over the pipeline has been achieved.”

PSDB 5 CONSTRUCTION

PSDB 5.1.2.3 Sloping Ground

Delete the Sub-Clause and add:

“The Contractor shall be responsible throughout the duration of the contract, inclusive of the Defects Liability Period, for the provision of all soil erosion preventative measures necessary to protect the trenches, pipeline(s) and land utilised by the Contractor during the contract from

any adverse effects of soil erosion, settlement, scour, etc, resulting from the construction of the works.

Cross-embankments, generally extending across the full width of the working strip, consisting of low earth mounds shaped to rounded form and so oriented as to have a fall of 1% along their length, shall be constructed with compacted material having a minimum density of 90% MDD density and minimum dimensions and maximum spacing dependent on the slope of the ground along the length of outfall pipelines.”

PSDB 5.1.5 Precautions Relating to Explosives
(New Clause)

“The use of explosions **is not** permitted.”

PSDB 5.1.6 Trench Excavations
(New Clause)

“The precautions for excavations as specified in Clause 5.1.1 of Section 1200 DA, and the relevant clauses in PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

PSDB 5.4 Excavation

Add the following :

“The excavation of trenches across a concurrently constructed carriageway shall commence after the subgrade layer has been accepted. The pipe/duct shall be laid and the trench backfilled to the acceptable requirements, including density testing before the construction of the next layer may commence.”

PSDB 5.6.3 Disposal of Soft Excavation Material

Delete the contents of Clause 5.6.3. and replace with the following:

“Excess and unsuitable material arising from trench excavations will be disposed of at a licensed waste disposal site. The rate for spoiling of excess and unsuitable material shall include for the loading and carting of material, and the off-loading at the waste disposal site. The Contractor shall be responsible for all charges levied at the waste disposal site.

Where topsoil is encountered this will be set aside on site and maintained for latter reuse.”

PSDB 5.7.2 Areas Subject to Traffic Loads

Add the following :

“All trenches underneath and within 2,0 m of the surfaced width will be considered to be subject to traffic loads.”

PSDB 5.9 Reinstatement of surfaces

Add the following under the heading :

“The Contractor shall employ due care in the protection of all existing improvements when carrying out excavations in developed areas and shall confine his works to the smallest practical area so as to minimise damage. He shall also remove and set aside for future replacement, plants or improvements that lend themselves to reinstatement.

Before commencing excavation in a developed area, the Contractor shall, to the satisfaction of the Employer's Agent, prepare a written record of the location and extent of existing plants and improvements within and adjacent to the anticipated construction area. The Employer's Agent's drawings may form a part of this record where they show sufficient detail.

Where, in the opinion of the Employer's Agent, the Contractor has proceeded with due care, replacement or repair of damaged or removed improvements shall be at the Employer's expense. Where, in the opinion of the Employer's Agent, the Contractor has caused unnecessary destruction or damage, replacement or repair of improvements shall be to the Employer's Agent's approval and at the Contractor's own expense.

Work shall at all times be carried out with a minimum of disruption to residents, and the Contractor shall give advance notice of his intention to enter upon a property or the impending closure of roads, or driveways."

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3.2 Excavation

Delete the contents of payment Clause 8.3.2(b)(1). For the purpose of measurement and payment, material other than hard rock will not be separately classified.

PSDB 8.3.3.1 Deficiency in Backfill Material

Add the following to sub-clause 8.3.3.1:

The rate for 8.3.3.1(c) shall also include for compaction of base course quality backfill as per PSDB 3.5

PSDB 8.3.8 Crushed Stone in Trench Bottom m³ (New Clause)

“Crushed stone will be measured by the volume of stone placed in trenches where the Employer’s Agent has ordered, in writing, the provision of a layer of crushed stone beneath the pipes.

The volume will be calculated as $V = L \times W \times T$, where L is the relevant length of trench, W is defined in Drawings DB-4 and T is the specified thickness of the stone layer.

Geotextile blanket will be measured by area, calculated in square metres as $A = L \times (2W + 0,50)$. No further allowance will be made for overlaps.

The unit rates shall cover the cost of additional excavation and disposal of material and supply and placing of the stone and/or the geotextile blanket.

Stones within the trench (bottom or sides) shall be removed which, in the opinion of the Employers Agent, can damage the geotextile blanket. “

PSDB 8.9 Supply, mix and place soilcrete comprising of G5 material with 8% Ordinary Portland Cement in road crossings where instructed by the Employer’s Agent m³

The soilcrete will be measured net by volume to the specified width and depth. The rate shall cover the cost of formwork (if required) and the soilcrete. The soilcrete will be mixed with a mechanical concrete mixer.

Typically the volume required will be as follows:

Density of soil x percentage required = $1890\text{kg/m}^3 \times 8\%$
= 151kg of cement per cubic metre of soil

PSDK GABIONS AND PITCHING

PSDK 5 CONSTRUCTION

PSDK 5.3.3 Grouted Pitching

Add to first sentence of Subclause 5.3.3:

“except that the stones shall be individually set in a bed of grout. The voids between the stones shall then be filled with grout.”

Delete the first sentence of the second paragraph beginning

“The minimum depth”

and replace with

“The grout shall penetrate below the top of the pitching surface to ensure that each stone is completely surrounded, other than on the surface, by a layer of grout.”

PSDK 8 MEASUREMENT AND PAYMENT

PSDK 8.2.4 Geotextile

Delete the contents of Clause 8.2.4 and replace with the following:

“The area measured will be that of the area against which the placing of geotextile is ordered by the Employer’s Agent.

The rate shall cover the cost of supplying geotextile, cutting, waste, placing, joining, overlapping (500mm minimum overlap) and fastening the geotextile in position.”

PSLB BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 Selected Granular Material

Delete Subclause 3.1 and replace with the following:

“Selected granular material shall be an aggregate, sand, or granular material, all of a non-cohesive nature, the grading analysis of which shows 100% passing a 9,5 mm sieve and not more than 5% passing a 0,075mm sieve (metric sizes). The Compactability Factor shall not exceed 0,4.”

PSLB 3.2 Selected Fill Blanket

Delete Subclause 3.2 and replace with the following:

“Selected fill material shall be an aggregate, sand, or granular material, all of a non-cohesive nature, the grading analysis of which shows 100% passing a 9,5 mm sieve and not more than 5% passing a 0,075mm sieve (metric sizes). The Compactability Factor shall not exceed 0,4.”

PSLB 5 CONSTRUCTION

PSLB 5.1.1.2 Bottom

Add the following:

“The trench bottom shall be compacted to 95% MDD Density. Unsuitable material in the trench bottom such as clayey or rocky material shall be over excavated to 150mm depth and replaced with G4 quality material compacted to 97% MDD Density.”

PSLB 5.1.4 Compacting

Delete Subclause 5.1.4 and replace with the following:

“Selected Granular Material and Selected Fill Material shall be compacted to 95% and 93% MDD density, respectively, in maximum 150 mm layers.”

PSLB 5.2.1 Class A Bedding

Add the following:

“or a period of 5 days has elapsed after the placing of the concrete in that section, whichever occurs first”

PSLB 5.2.2 Class B Bedding

The dimension “x” for all rigid and flexible pipes as referred to in drawing LB-1 and LB-2, shall be 150mm.

PSLB 5.3 Placing and Compacting of Flexible Pipes

b) 200 mm selected fill blanket

Add to the end of the first sentence:

“, or, in the case where the pipeline consists of High Density Polyethylene (HDPE), to a height of 150 mm above the crown of the pipeline”.

PSLB 5.4 Concrete Casing to Pipes

Where concrete encasement is specified, the Contractor shall place the encasement in accordance with details shown on the Employer's Agent's drawings.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1.3 Volume of Bedding Materials

The volume of bedding material will be measured net, excluding the volume occupied by the pipe.

PSLB 8.1.5 Disposal of Displaced Material

In developed areas all displaced material shall be removed to a licensed waste disposal.

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

Refer C3.4 : Construction : Part C for applicable SANS standards and C3.4: Construction: Part B for project-specific amendments to applicable SANS standards.

C3.5.1.2 Particular / Generic specifications

Refer to C3.4: Construction: Part C – Particular Specifications

C3.5.1.3 Planning and programming

Clause 5.6 of the Conditions of Contract requires the Contractor to submit a programme for the execution of the works.

In addition to the requirements of Clause 5.6, the programme shall be presented in the form of a Gantt Chart and shall allow for (inter alia):

- The various stages of work planned to be completed per month in sufficient detail to be able to assess construction progress,
- Clear indication of the critical path activities and their dependencies,
- Key dates in respect of information to be provided by the Employer's Agent and/or others,
- Expected weather conditions and their effects,
- Known physical conditions or artificial obstructions,
- Searching for, dealing with and carrying out alterations to the existing services,
- The procurement process of EME's,
- The requirements and effects of employing Labour Intensive Construction (LIC) methods, if required,
- The accommodation and safeguarding of public access (vehicular and pedestrian) and traffic,
- The lead time required for compliance with the Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (annexure C & D respectively),
- Provision and implementation of the Health and Safety Plan in terms of the 2014 Construction regulations and the Occupational Health and Safety Act (1993)
- Year end shut down period (dates advised by SAFCEC),
- Special non-working days, and
- Non-working days.

If any change to the critical path occurs, the Contractor shall as soon as is practicable notify the Employer's Agent in writing.

When drawing up the programme the contractor shall, among other issues, take into consideration and make allowance for:

Failure to produce a detailed programme may prejudice the contractor in any claim for an extension of time.

Failure to comply with these requirements will entitle the employer's agent to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

C3.5.1.4 Sequence of the works

The contractor shall programme the sequence of the works to ensure efficient use of resources and completion of the work within the time for completion, allowing sufficient time for pre-approval, hold-points, inspections and approvals.

C3.5.1.5 Software application for programming

The contractor shall submit the programme to the Employer's Agent in both pdf and MS Project format.

C3.5.1.6 Methods and procedures

(i) Security and protection of the site

The Contractor shall be solely responsible for security of his and his subcontractor's personnel, plant and equipment, and for the protection of the Site against all damage to property, services, terrain, trees etc. If in the normal execution of this Contract, disturbance to the Site of the Works is necessary, the Contractor shall obtain the prior permission of the Employer's Agent. After completion of this work, the Contractor shall reinstate the area concerned to its original condition at his own cost or as covered under the rates in the Bill of Quantities. The Employer's Agent ruling of what was the original condition of the Site or part thereof shall be final.

If the Contractor fails to reinstate the Site, the Employer shall do the reinstatement and the Employer's Agent shall establish the extent of the work as well as its costs. The Employer's Agent ruling shall be final and payment for the work will be deducted from the Contractor's monthly certificate.

The Contractor shall ensure that his actions do not cause any nuisance to the public. Should spillages occur, the Contractor must adequately disinfect the work site, including the container area.

The Contractor shall provide sumps, pumps, furrows, berms and/or coffer dams to divert water flow away from construction activities; and any other temporary measure/works as may be necessary to minimise damage, inconvenience or interference, for 24 hours a day 7 days a week throughout the period of construction, to adequately protect the works from flooding and damage.

The Contractors programme must include and item and information regarding the dealing with water.

(ii) Housekeeping

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

The general neatness and tidiness of the site is of particular concern. The Contractor shall therefore, on a day-to-day basis, keep the Works in a condition acceptable to the Employer's Agent.

(iii) Management and disposal of spoil and waste

All waste shall timeously be disposed of at a licensed waste disposal site.

(iv) Maintenance of pedestrian and vehicular access

Refer (vi) below

(v) Cooperation with others on the site

The site is surrounded by municipal roads open to the public, who have right of way on adjoining roads at all times.

(vi) Adjoining properties

The Contractor is to ensure that all landowners are notified one month prior to construction commencing adjacent to their properties. The Contractor shall submit copies of the notification to the Employer's Agent.

The Contractor is to minimise disruption and ensure access and security for the landowners are maintained at all times. The following measures are to be adhered to for the duration of the contract:

The construction of activities should proceed as discussed with the landowner and Employers Representative

- Landowner to have access to his property at all times
- Temporary fences to be installed as required by the Contractor without limiting access to the landowner
- Tidying up, removing temporary fencing, reinstating existing fencing and opening the existing access to be performed before completion of the contract

(vii) Dealing with existing services

Refer C3.4

(viii) Title to materials from excavation and demolition

Unless stated elsewhere in the Scope of Works, or confirmed in writing by the Employer's Agent, all materials from excavations are the Employer's property.

(ix) Site records

For the Contractor to provide the Employer's Agent or representative with information required, for giving notification in writing of inspections, drawings, etc., required by the Contractor, and for use by the Employer's Agent or Representative for the purpose of writing day-to-day instructions or confirming verbal information or instructions given to the Contractor. No other person other than the Construction Manager shall request inspections, drawings etc. from the Employer's Agent or his representative

(x) Hours of work, rules and conduct in respect of personnel of contractor and subcontractor(s)

Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Roadmaking Industries as applicable to a 5 (five) day week, Monday's to Friday's.

(xi) Noise, dust, water, waste and other impediments

The Contractor shall ensure at all times that dust is controlled.

Domestic waste shall be disposed of at licensed waste disposal sites.

(xii) Giving notice of work to be covered up

The Contractor shall give the Employer's Agent adequate notice of work to be covered up to allow inspection and acceptance of same. The notice period shall be reasonable and shall be agreed at the Handover Meeting.

(xiii) Temporary works

Temporary works shall be designed by the Contractor, and the design checked by the Employer's Agent.

(xiv) Care of the works, plant and materials

Refer to the Conditions of Contract for responsibilities in this regard.

(xv) Establishment and removing of equipment from the site

Refer to the Conditions of Contract for responsibilities in this regard.

(xvi) Samples

The Contractor shall timeously make available samples of materials he proposes for use on the works to allow the Employer's Agent to undertake whatever tests necessary to confirm compliance with the Contract.

(xvii) Progress photographs

The Contractor shall record progress of the works with a daily photographic record. Copies of this record shall be provided to the Employer's Agent on a monthly basis.

(xviii) Record drawings

The Contractor shall record, on a set of drawings specifically made available for this purpose, all existing services encountered whilst undertaking the works. The Employer's Agent will require these drawings on a monthly basis to allow for the services recorded to be captured electronically on the contract drawings.

C3.5.1.7 Quality plans and control

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's QA system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his/her own workmanship in accordance with his/her QA-system. His/her attention is drawn to the fact that it is not the duty of the Employer's Agent or the Employer's Agent's representative to act as foreman or surveyor.

The contractor shall submit to the employer's agent a Quality Assurance Plan for acceptance. The QA pan shall be supported by detailed technical method statements for each item of works to be constructed which are to be approved be the employer's agent prior to the item of work commencing.

Refer to C3.4: Construction : Part C

C3.5.1.8 Environment

The Contractor shall ensure that no environmental damage whatsoever is caused as a result of their operations or otherwise by their workmen in the areas adjacent to the site.

The movement of plant and workmen shall be restricted to the construction areas and essential access routes. No Contractor's workmen will be permitted outside these areas.

Within and in the proximity of the site, the Contractor shall take steps to protect all property, features, landscaping, vegetation and soil not directly affected by the Works and shall ensure that no avoidable damage and disturbance is caused, and that no erosion is allowed to occur.

No fires may be lit except at places approved by the Employer's Agent. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Vegetation and trees cleared from the Site may not be burnt on or in the proximity of the Site.

The Contractor's shall remove rejected and surplus material, debris and rubbish at the earliest opportunity and shall on a day-to-day basis keep the Site neat and tidy to the satisfaction of the Employer's Agent.

The Contractor attention is also drawn to the requirements of Clauses 8.1.2, 8.1.3, 8.1.4 and 5.15 of the Conditions of Contract.

The Contactor shall ensure that their staff are properly instructed and carry out the requirements of this clause. The Contractor will be held liable for all unauthorised damage caused by them or any of their staff.

The cost of all duties and precautions specified above shall be deemed to be included in the rates for fixed-charge and time-related items.

C3.5.1.9 Accommodation of traffic on public roads occupied by the contractor

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

If the Contractor use existing roads for the hauling of materials to or from site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work is to be executed close to existing residential properties, the Contractor shall ensure that at all times pedestrian and vehicle access are provided for house owners to their properties. Where crossing of existing driveways are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

C3.5.1.10 Other contractors on site

The employer will not have any other contractors on the site during this contract.

C3.5.1.11 Testing, completion, commissioning and correction of defects

The employer will not provide any services or facilities to the contractor.

C3.5.1.12 Recording of weather

The Contractor shall provide and erect a rain gauge on site. All rainfall and other adverse weather conditions affecting the contractual time for completion in terms of Clause 5.5 of the Conditions of Contract shall be recorded in the site diary.

The site diary shall be handed to the Employer's Agent Representative for his signature no later than 7 days after rain that is considered to justify an extension of time that may occur.

C3.5.1.13 Format of communications

All contractual correspondence, or notices, claims, etc. required by the Conditions of Contract shall be submitted in original hard-copy, signed by the Contract Manager on the contractor's letterhead and addressed to the Employer's Agent.

C3.5.1.14 Key personnel

A schedule of key personnel to be used on site, including contact particulars, is to be provided to the Employer's Agent before commencement of works for approval.

The Key Personnel presented as part of the tender submission in returnable schedule T2.2.6 : Organogram and T2.2.7 : Key Personnel as listed in the Tender Data shall apply. If the personnel indicated are no longer available, personnel with similar or better qualifications and experience shall be presented to the Employer's Agent for approval.

C3.5.1.15 Management meetings

The Employer's Agent, Contractors designated representative(s), Employer and other Agents/Consultants/Subcontractors as required shall hold meetings related to the progress of the works, technical issues, quality, health and safety and environmental compliance and subcontractor co-ordination matters at regular intervals not exceeding four weeks, or at such other times may be necessary. The representatives of the Employer's Agent, Contractor and Employer and their delegated authority will be confirmed at the Inaugural Site meeting.

The Contractor shall attend all progress/site meetings and ensure that all persons under his jurisdiction are notified timeously of all progress/site meetings should their attendance be required. All persons attending progress/site meetings are to have the necessary delegated authority in respect of aspects such as planning, change managements, health and safety and environmental.

The employer will not provide any services or facilities to the contractor.

C3.5.1.16 Forms for contract administration

Pro forma approval forms to be used on this contract shall be provided by the Employer's Agent at the inaugural meeting.

Forms for reporting on employment of local labour (EPWP) are attached as annexure C to this document. These reports shall be submitted monthly to the Employer's Agent in accordance with the stipulated requirements.

C3.5.1.17 Electronic payments

The contractor shall make necessary arrangements with the employer to facilitate electronic payments.

The contractor will be responsible for supplying correct bank details to the employer for electronic payments and the employer.

The Contractors tax invoice shall contain the following information as a minimum:

- Contract number and description
- Date of invoice
- Invoice number
- Clearly stipulate the words "Tax Invoice"
- Be addressed to the KNYSNA MUNICIPALITY
- Contain the details of the KNYSNA MUNICIPALITY
- Contain the banking details and VAT registration number
- Contain the logo of the contractor or contractors in the case of a joint venture

C3.5.1.18 Daily records

The site diary shall record the following:

- Works being undertaken
- Progress of works relative to approved programme
- Contractors and subcontractors personnel on site
- Delays, possible delays and inclement weather
- Delivery of materials to site
- Plant and equipment on site

If the site diary is not updated on a daily basis the plant, equipment, supervision and labour shall be taken as zero for the unrecorded days in the event of a claim.

All communications regarding the contract shall be channelled through the Employer's Agent and/or his authorised representative.

A site book in triplicate will be provided by the Contractor in which relevant matters shall be recorded and signed by the Employer's Agent and the Construction Manager.

All communication shall be noted and recorded in the minutes of the monthly progress meetings.

C3.5.1.19 Bonds and guarantees

Refer to the Conditions of Contract and Contract Data.

C3.5.1.20 Payment certificates

Refer to the Conditions of Contract and Contract Data.

Measurement of works completed are typically agreed by the 25th of the month, for work completed up to the 25th of the month between the contractor's representative and employer's agent representative.

Payment certificates shall be submitted in the form of the Bill of Quantities. Columns shall be provided showing the previous quantity, current quantity and total quantity claimed under each item. Calculations to substantiate the quantities claimed must be submitted with each monthly claim. A declaration that ownership of unused materials is vested with the contractor, along with documentary evidence of the transfer of ownership for suppliers to the contractor, must be submitted together with any claim made for payment of unused materials on site. No payment for materials on site will be made without such a declaration.

C3.5.1.21 Permits

The contractor will be responsible for any permit / permission required for execution of works.

C3.4.1.22 Proof of compliance with the law

Whenever required to do so by the employer or employer's agent, the contractor shall provide documentary evidence of compliance with any legal or statutory requirement within 7 days of being requested to do so.

C3.5.1.23 Insurance provided by the employer

The employer will not provide insurance of any kind.

C3.5.2 HEALTH AND SAFETY

Refer to C3.4: Construction: Part C – Particular Specification PD for the Project Health and Safety Specification.

C3.5.2.1 Health and Safety requirements and procedures

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Government Gazette No. 10113, dated 07 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Site Specific Health and Safety Specification (regulation 4(1) of the Construction Regulations, 2014, Site Specific Baseline Risk Assessment which is attached as annexure C and D respectively.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

As per Clause 4(1)(a) of the 2014 Construction Regulations a Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment is included in this contract as Annexure C and D.

Furthermore, any reference to the "Machinery and Occupational Safety Act" in any specification shall be replaced with reference to the "Occupational Health and Safety Act, 1993."

The Contractor Shall be the responsible party on site to ensure that the provisions of the Occupational health and Safety Act No. 85 of 1993 and the Construction Regulations (2014) are strictly adhered to and administered for the duration of the contract (i.e. until the completion certificate is issued). The Knysna Municipality will not be held liable for safety on site.

C3.5.2.2 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or any municipal staff working on, or visiting the site.

The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

C3.5.2.3 Barricades and lighting

The construction site must be secure and it is the responsibility of the Contractor to ensure the safety of his staff and all staff working on or visitors to the site in accordance with the Occupation Health and Safety Act No. 85 of 1993, Construction Regulations 2014, Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (refer to Annexure C and D).

C3.5.2.4 Traffic control on roads

The Contractor has to erect and maintain road signs for the duration of the contract to warn both public and motorists about construction activities taking place.

If the Employer's Agent deems the road where the Contractor is working busy, the Contractor shall provide an alternative route for both public and motorists.

C3.5.2.5 Measures against disease and epidemics

The Contractor has to take cognisance of the prevalence of STD's, TB and waterborne diseases. The Contractor must ensure the safety of his workers and surrounding community against the spread of these diseases.

Refer to the Occupational Health and Safety Act no. 85 of 1993 and Construction Regulations 2014 for sanitary and hygiene requirements.

Where applicable (e.g. such as work being conducted at Wastewater Treatment Works hepatitis A and B vaccinations are required) the contractor shall ensure that all employees (permanent and temporary) receive the necessary vaccinations required.

C3.5.2.6 Aids awareness

The following are the minimum requirements to be provided by the Contractor:

- Monthly talks on HIV and AIDS

- Provision of condoms
- Voluntary counselling and testing (VCT's)
- Company policy on HIV/AIDS.

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING
OUTFALL SEWER LINES**

THE CONTRACT
PART C4 (OF 4): SITE INFORMATION

C4.1	Scope	Green
C4.2	Geotechnical Investigation	Green
C4.3	Existing Works	Green

C4: SITE INFORMATION

C4.1 SCOPE

The sewer to be rerouted is located in a heavily forested area immediate south of the existing erven in Khayaletu, Knysna.

The area is accessible by foot only with all equipment / repair materials to be carried on foot. The area is extensively polluted with human faeces / animal faeces and litter strewn throughout the valley.

- The scope of the project is but not limited to the following;
- Clearing and grubbing the proposed sewer pipeline route
- Bulk and pipeline excavation for the proposed sewers
- Laying, Bedding and Backfilling approximately 230m of 350mm diameter Class 34 uPVC Pipe
- Construction of 10 Manholes (four tying into existing pipes)
- Protection of the valley embankment/sewer/manholes with gabions
- Protection of the river crossing with a Reno mattress

Access to adjoining residential erven shall be maintained for the duration of the works.

C4.3 EXISTING SERVICES

Existing services, as far as they are known, and as informed by the engineering survey and observations on site, are indicated on the drawings prepared by the Employer's Agent.

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINES**

**ANNEXURES
PART C5**

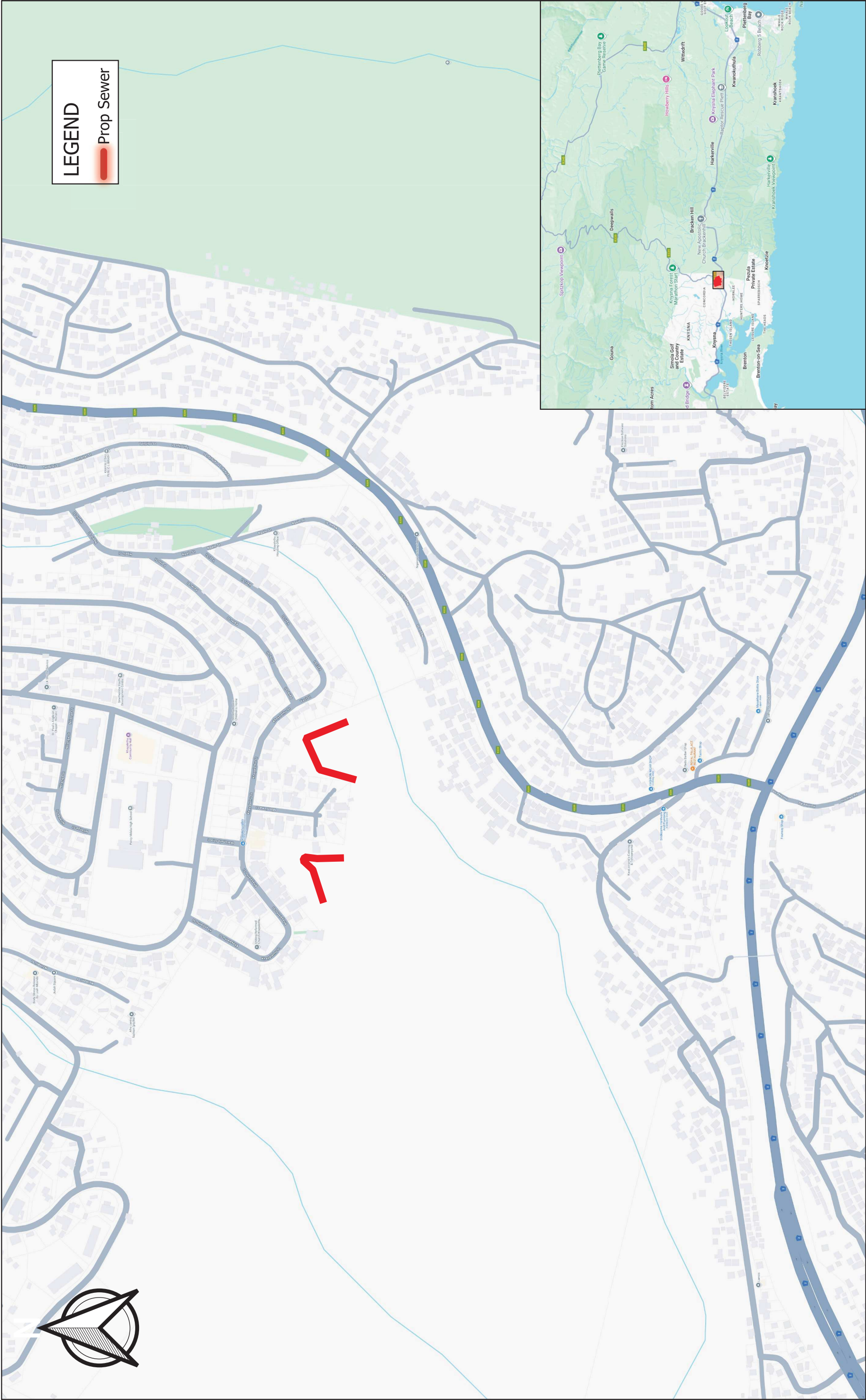
A	Locality plan
B	Site Specific Basic Risk Assessment & Site Specific Health and Safety Specification
C	Expanded Public Works Programme (EPWP) Reporting Template
D	Reduced-scale tender drawings

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

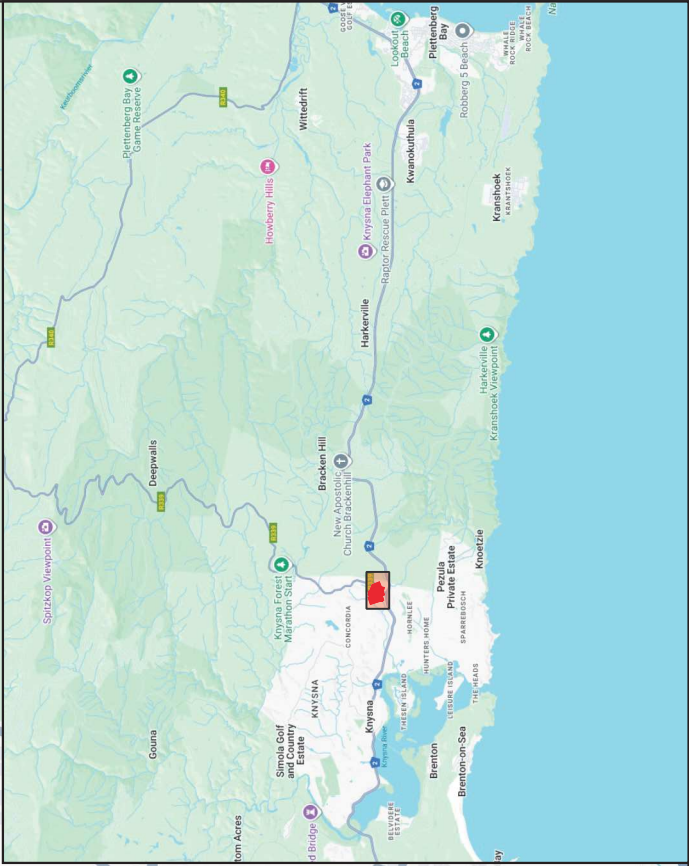
**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINES**

ANNEXURE A: LOCALITY PLAN



LEGEND

Prop Sewer



DRAWN : Ian Morrison	DESIGNED : Ian Morrison	PROJECT MANAGER :		DATE :	PROJECT DIRECTOR :		DATE :
		KNYSNA MUNICIPALITY					
		REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL SEWER LINES					
KCS CONSULTANTS 1 Malta Street Glendinningvale PORT ELIZABETH 6001 Tel: 041-373 6729 Fax: 086-532 7430 Email: admin@kcs.co.za ©KCS Consultants : 2025		LOCALITY PLAN					
		PROJECT MANAGER :		DATE :	PROJECT DIRECTOR :		DATE :

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINES**

**ANNEXURE B: SITE SPECIFIC BASIC RISK ASSESSMENT &
SITE SPECIFIC HEALTH AND SAFETY SPECIFICATION**

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINES**

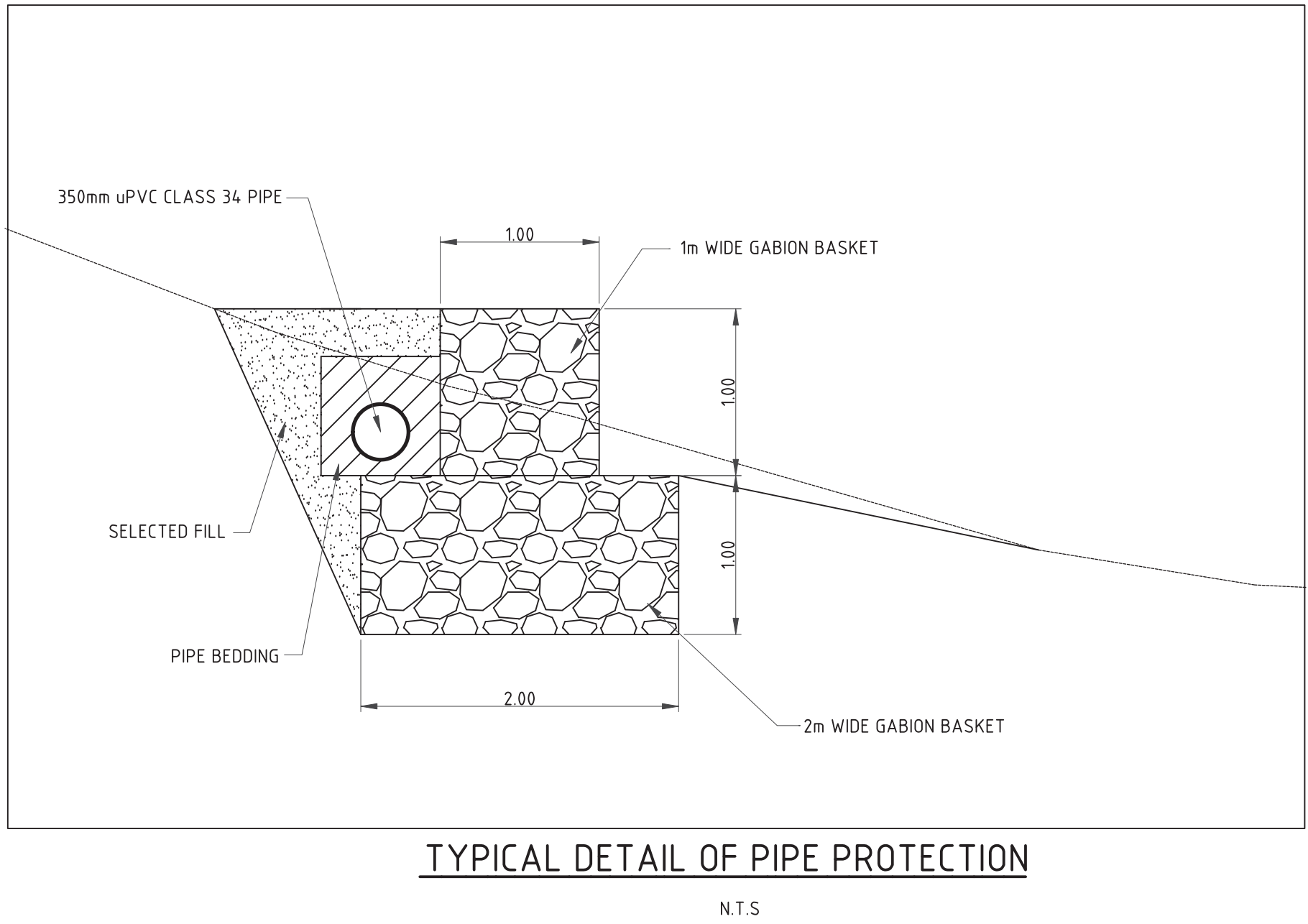
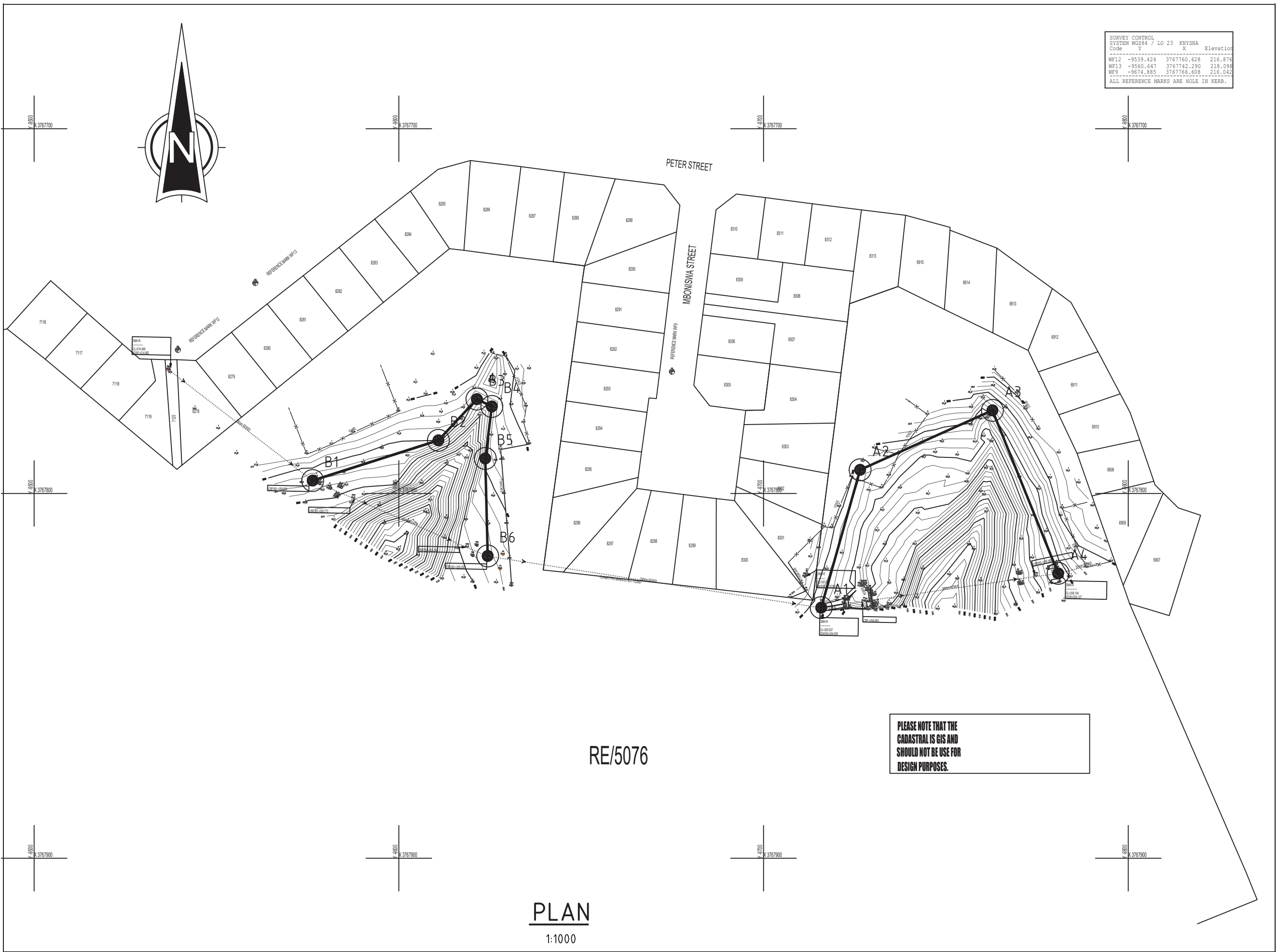
**ANNEXURE C: EXPANDED PUBLIC WORKS PROGRAMME (EPWP) REPORTING
TEMPLATE**

KNYSNA MUNICIPALITY

TENDER NO. T06 OF 2025/26

**REHABILITATION OF SEWER PIPE BRIDGE IN KHAYALETHU - RE-ROUTING OUTFALL
SEWER LINE**

ANNEXURE D: REDUCED-SCALE TENDER DRAWINGS



NOTES:

PIPE PROTECTION AS PER DETAIL TO BE USED FOR ALL AREAS WHERE COVER TO PIPE IS LESS THAN 600mm

SEWER : A		
MH	Y Coord	X Coord
A1	-9715.80	3767831.31
A2	-9726.48	3767793.51
A3	-9762.75	3767777.21
A4	-9780.78	3767821.90

SEWER : B_B		
MH	Y Coord	X Coord
B1	-9576.37	3767796.45
B2	-9610.85	3767785.42
B3	-9621.41	3767774.14
B4	-9625.51	3767776.14
B5	-9623.70	3767790.40
B6	-9624.36	3767817.12

B	PROTECTION DETAIL ADDED		14/03/24
A	FOR INFORMATION ONLY		08/03/22
No	AMENDMENTS	APPR.	DATE

DRAWN	DRAWING CHECKED
DESIGNED	DESIGN CHECKED
PLOT FILE	PLOT SCALE 1=1

PROJECT MANAGER
DATE

PROJECT DIRECTOR	Pr Eng
DATE	

1 Malta Street
Glendinningvale
PORT ELIZABETH
6001
Tel: 041-373 6729
Fax: 086-532 7430
Email: admin@kcs.co.za

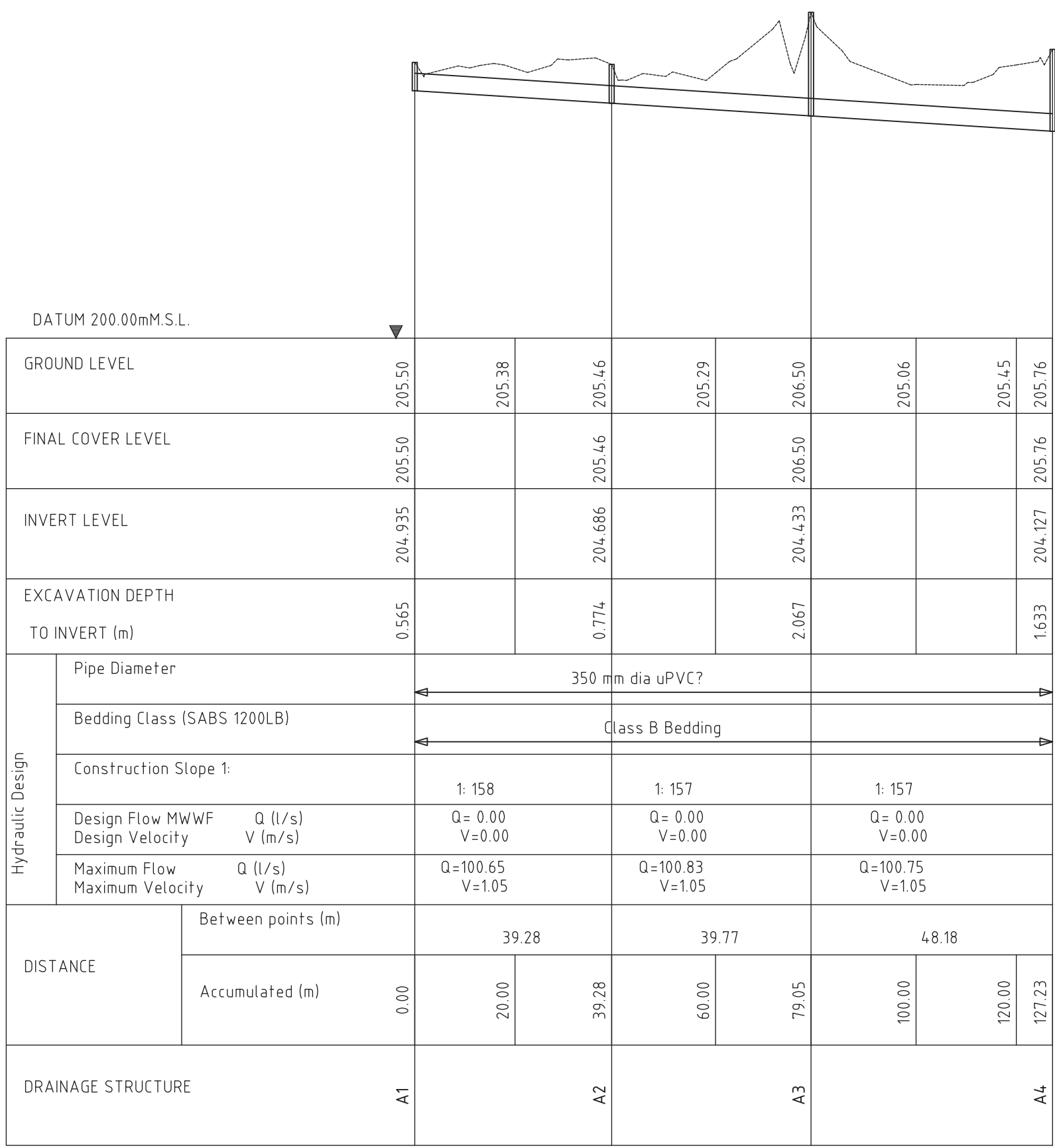
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KNYSNA MUNICIPALITY

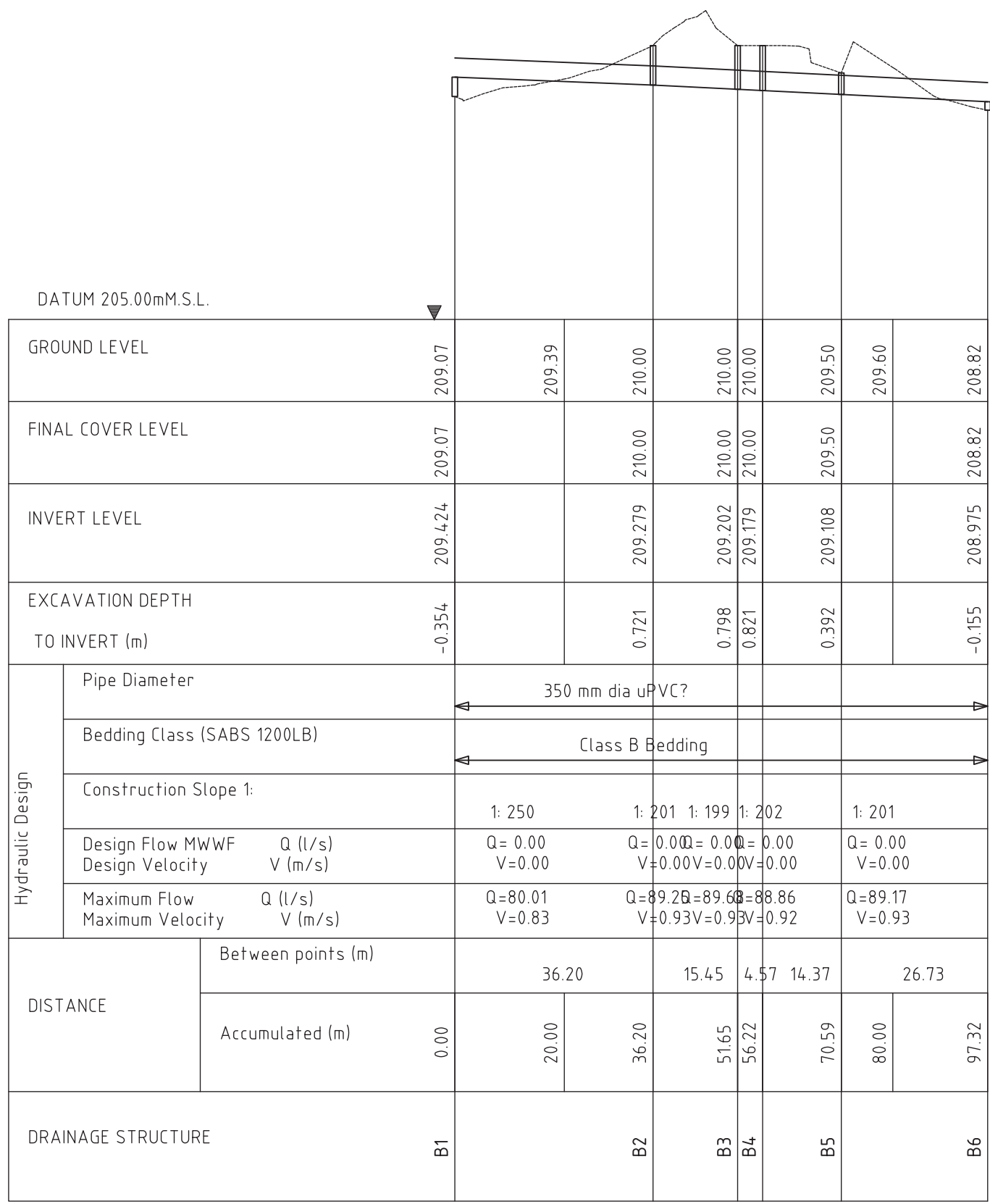
REHABILITATION OF
SEWER PIPE BRIDGE IN
KHAYALETHU

PLAN AND
LONGITUDINAL SECTION

SCALE AS SHOWN	SHEET OF SHEETS	DRAWING No 202117 001	REVISION B
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LONGITUDINAL SECTION A
V SCALE 1:1000
V SCALE 1:100



LONGITUDINAL SECTION B
V SCALE 1:1000
V SCALE 1:100

