

## CONTRACT DOCUMENT

**CONTRACT No: D 28 OF 2025/2026**

### EMERGENCY GROUNDWATER SUPPLY PROJECT – CONNECTING INFRASTRUCTURE AND CIVIL WORKS

|                                    |                                           |
|------------------------------------|-------------------------------------------|
| <b>CONTRACTOR NAME</b>             |                                           |
| <b>ADDRESS OF CONTRACTOR</b>       |                                           |
| <b>TELEPHONE NO</b>                |                                           |
| <b>EMAIL ADDRESS</b>               |                                           |
| <b>CONTRACT AMOUNT</b>             |                                           |
| <b>COMPLETION PERIOD</b>           | <b>4 weeks</b>                            |
| <b>GENERAL CONDITIONS OF</b>       | <b>GCC 2015 3<sup>RD</sup> ED (SAICE)</b> |
| <b>CIDB Grading</b>                | <b>5 CE</b>                               |
| <b>CSD Supplier number</b>         |                                           |
| <b>CSD Unique reference number</b> |                                           |



**Knysna**

Municipality || Munisipaliteit || uMasipala

inclusive || innovative || inspired

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## **Tl.1 Tender Notice**

### **EMERGENCY GROUNDWATER SUPPLY PROJECT – CONNECTING INFRASTRUCTURE AND CIVIL WORKS**

Knysna Municipality hereby invites tenders for Emergency Groundwater Supply Project – connecting Infrastructure and Civil Works

Tender documents can be downloaded from the Knysna Municipality website: [www.knysna.gov.za](http://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: Keith Turner, [keith.turner@atana.co.za](mailto:keith.turner@atana.co.za) and Supply Chain related queries may be addressed to: Mzwanele Mato, e-mail [mmato@knysna.gov.za](mailto:mmato@knysna.gov.za). Last day for submission of enquiries is 17 February.

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

The closing time for submission of bids is **12:00 on Tuesday, 03 March 2026**. 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 12h00. 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”).

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum overall functionality score of **56 out of 80 points** 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.

## PROJECT DESCRIPTION

Knysna Local Municipality hereby invites suitably qualified and experienced contractors to submit tenders for the Emergency Groundwater Supply Project – CONNECTING INFRASTRUCTURE AND CIVIL WORKS.

The works comprise, but are not limited to, the refurbishment and rehabilitation of existing production boreholes, including cleaning, drilling, reaming, casing, borehole development, disinfection, capping, fishing, camera inspections, sustainable yield testing, and water quality testing of eight existing boreholes in the Knysna Municipal area.

## CONTRACT DETAILS

Conditions of Contract: GCC 2015, Third Edition (SAICE)

Contract Type: Re-measurement

Contract Duration: 4 weeks from commencement date

Closing date: 20<sup>th</sup> February 2026 at 12:00pm

Defects Liability Period: 12 months

The Municipality reserves the right to appoint more than one contractor.

## TENDER ELIGIBILITY

Tenderers must:

- Be tax compliant with SARS
- Have demonstrable experience in water infrastructure construction works
- Be equipped with suitable plant and equipment for such works
- Be able to deploy a competent construction manager
- Be able to deploy a full-time competent construction supervisor / foreman
- This is an emergency project and time is of the essence
- Comply with the Occupational Health and Safety Act and Construction Regulations, 2014

## FUNCTIONAILITY

The tenderers are required to score a minimum functionality scoring **of 56 points out of 80** to qualify for further evaluation on price and preference. Tenderers scoring less than **56 points** will be regarded as non-responsive and will not be evaluated further. The Employer reserves the right to verify any information submitted in support of functionality claims. Failure to substantiate information may result in a reduction of the functionality score or disqualification.

- Key Personal Experience – 60 points
- Contractor Previous Experience – 20 points

| Criteria                                                               | Description                            | Scoring   | Tenderers score |
|------------------------------------------------------------------------|----------------------------------------|-----------|-----------------|
| <b>1. Key Personal Experience</b>                                      |                                        |           |                 |
| <b>Site Agent</b>                                                      | 15 years and above relevant experience | <b>30</b> |                 |
|                                                                        | 10 years relevant experience           | 20        |                 |
|                                                                        | 5 years relevant experience            | 10        |                 |
|                                                                        | Less than 5 years' experience          | 0         |                 |
| <b>Foreman</b>                                                         | 15 years and above relevant experience | <b>15</b> |                 |
|                                                                        | 10 – 14 years relevant experience      | 10        |                 |
|                                                                        | 5 – 9 years relevant experience        | 5         |                 |
|                                                                        | Less than 5 years' experience          | 0         |                 |
| <b>Health and Safety Officer</b>                                       | 10 years and above relevant experience | <b>15</b> |                 |
|                                                                        | 5 – 9 years relevant experience        | 10        |                 |
|                                                                        | 2 – 4 years' experience                | 5         |                 |
|                                                                        | Less than 2 years                      | 0         |                 |
| <b>2. Contractor Previous Experience</b>                               |                                        |           |                 |
| <b>Completion of projects of a similar nature in the past 10 years</b> | 10 projects                            | <b>20</b> |                 |
|                                                                        | 9 projects                             | 18        |                 |
|                                                                        | 8 projects                             | 16        |                 |
|                                                                        | 7 projects                             | 14        |                 |
|                                                                        | 6 projects                             | 12        |                 |
|                                                                        | 5 projects                             | 10        |                 |
|                                                                        | 4 projects                             | 8         |                 |
|                                                                        | 3 projects                             | 6         |                 |
|                                                                        | 2 projects                             | 4         |                 |
|                                                                        | 1 project                              | 2         |                 |
| <b>MAXIMUM POINTS OBTAINABLE</b>                                       |                                        | <b>80</b> |                 |

#### CONDITIONS

- The Municipality reserves the right to appoint more than one contractor.
- Points will be scored based on **80/20** (Price/preference)
- The estimate project duration is 4 weeks, however this is an emergency programme and the client would want to complete the project earlier.

## T1.2: TENDER DATA

### T1.2.1 General

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294 - Construction Procurement Processes, Methods and Procedures. The Standard Conditions of Tender for procurements 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 for procurement other than disposals. Each item of data given below is cross-referenced to the Standard Conditions of Tender to which it mainly applies.

| Clause (SANS 294 Annex. F) | Applicable to this tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>F.1.1</b>               | The Employer is the Knysna Local Municipality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>F.1.2</b>               | <p><b>The Tender Document</b> consists of the following:</p> <p><b><u>TENDER</u></b></p> <p><b>T1: Tendering Procedures</b></p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>T1.3: Preferential Procurement Policy</p> <p><b>T2: Returnable Documents</b></p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable schedules</p> <p><b><u>CONTRACT</u></b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Occupational health and Safety Mandatory Agreement</p> <p><b>Part 2: Pricing Data</b></p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bill of Quantities</p> <p>C2.3: Summary</p> <p><b>Part 3: Scope of Work</b></p> <p>C3.1: Description of the Works</p> <p>C3.2: Procurement</p> <p>C3.4: Construction</p> <p>C3.5: Site Information</p> <p>C3.6: Environmental Management plan</p> <p>C3.7: Annexures – Locality Plan</p> |

| Clause (SANS 294 Annex. F) | Applicable to this tender                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | - Borehole Refurbishment Works:<br>Standard Drawing                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>F.1.4</b>               | <b>The Employer's Agent's address for receipt of communications and notices is:</b><br>Address (Physical):<br><b>JG Afrika</b><br>1st Floor, Block C, One the Boulevard, Westway Office Park<br>Durban<br>KwaZulu-Natal<br>3629                                                                                                                                                                                                                                        |
| <b>F.2.1</b>               | A tender offer may only be submitted if the tenderer satisfies the following: <ul style="list-style-type: none"> <li>• The tenderers key personnel meet the minimum requirements</li> <li>• The tenderer scores a minimum of <b>56 points</b> for functionality.</li> </ul>                                                                                                                                                                                            |
| <b>F.2.7</b>               | Compulsory Briefing: None                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>F.2.13</b>              | Parts of each tender offer communicated on paper shall be submitted as originals only.                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>F.2.13/F.2.15</b>       | The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:<br><br>Location of tender box: The Knysna Local Municipality<br><br>Physical Address: 5 Clyde Street, Knysna<br><br>Identification Details: <u>TENDER</u><br><br>The Knysna Local Municipality Contract No.<br><b>EMERGENCY GROUNDWATER SUPPLY PROJECT</b><br><b>– CONNECTING INFRASTRUCTURE AND CIVIL WORKS</b><br><br>TENDERER'S NAME: |
| <b>F.2.13/F.2.15/F.3.5</b> | A two-envelope procedure will <b>not</b> be followed.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>F.2.15</b>              | Closing date and time for the submission of tender offer is:<br><br><b>20 February 2026 at 12:00pm</b>                                                                                                                                                                                                                                                                                                                                                                 |

| Clause (SANS 294 Annex. F) | Applicable to this tender                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>F.2.15</b>              | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted                                                                                                                                                                                                                                                                                                                                |
| <b>F.2.16</b>              | The tender offer validity period is <b>180 days</b> from the tender closing date                                                                                                                                                                                                                                                                                                                                        |
| <b>F.2.18</b>              | Tenderers shall, when requested by the Employer, or the Employer's Representative to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the Works, together with satisfactory evidence that such persons satisfy the eligibility requirements.                                                                                          |
| <b>F.3.4</b>               | The time and location for the opening of the tender offers are:<br><br>At the offices of Knysna Local Municipality directly after tender closing.                                                                                                                                                                                                                                                                       |
| <b>F3.7</b>                | Add the following clause:<br><br>Accept that failure to submit certificates stated in the Tender Data and failure to complete <b>in full the tender document, shall result in the tender regarded as non-responsive</b>                                                                                                                                                                                                 |
| <b>F.3.11.5</b>            | The procedure for evaluation of responsive tender offers is <b>Method 2 of CIDB Standards for Uniformity in Construction Procurement:</b> In the case of a financial, quality and preferences.<br><br>The quality criteria and maximum score in respect of each of the criteria are as follows: <ul style="list-style-type: none"> <li>- Key Personal – 60 points</li> <li>- Previous experience – 20 points</li> </ul> |
| <b>F.3.11.6.2</b>          | The value of the weighting factor $W_1$ is 80.<br><br>Formula 2 shall apply.                                                                                                                                                                                                                                                                                                                                            |
| <b>F.3.17</b>              | Two paper copies of the Signed Contract are to be provided by the Employer.                                                                                                                                                                                                                                                                                                                                             |

### T1.3: MUNICIPAL BID DOCUMENTS

MBD1

| KNYSNA MUNICIPALITY<br>TENDER NOTICE AND INVITATION TO BID<br>DETAILS OF TENDERER                                                                                                                                                                                                                                                                                                   |                  |  |  |  |                              |             |  |    |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--|--|--|------------------------------|-------------|--|----|--|
| <b>NAME OF BIDDER:</b>                                                                                                                                                                                                                                                                                                                                                              |                  |  |  |  |                              |             |  |    |  |
| <b>TRADING AS<br/>(if different from above):</b>                                                                                                                                                                                                                                                                                                                                    |                  |  |  |  |                              |             |  |    |  |
| <b>PHYSICAL ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                            |                  |  |  |  |                              |             |  |    |  |
|                                                                                                                                                                                                                                                                                                                                                                                     | <b>City/Town</b> |  |  |  |                              | <b>Code</b> |  |    |  |
| <b>POSTAL ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                              |                  |  |  |  |                              |             |  |    |  |
|                                                                                                                                                                                                                                                                                                                                                                                     | <b>City/Town</b> |  |  |  |                              | <b>Code</b> |  |    |  |
| <b>CONTACT PERSON:</b>                                                                                                                                                                                                                                                                                                                                                              |                  |  |  |  |                              |             |  |    |  |
| <b>ENTERPRISE REGISTRATION<br/>NUMBER:</b>                                                                                                                                                                                                                                                                                                                                          |                  |  |  |  | <b>CIDB CRS<br/>NUMBER:</b>  |             |  |    |  |
| <b>TCS PIN</b>                                                                                                                                                                                                                                                                                                                                                                      |                  |  |  |  | <b>FACSIMILE<br/>NUMBER:</b> |             |  |    |  |
| <b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                              |                  |  |  |  |                              |             |  |    |  |
| <b>TELEPHONE NUMBER:</b>                                                                                                                                                                                                                                                                                                                                                            |                  |  |  |  | <b>CELLPHONE<br/>NUMBER:</b> |             |  |    |  |
| <b>HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?</b>                                                                                                                                                                                                                                                                                                                                 |                  |  |  |  |                              | YES         |  | NO |  |
| <b>HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL<br/>VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)</b>                                                                                                                                                                                                                                                            |                  |  |  |  |                              | YES         |  | NO |  |
| <b>HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR<br/>CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)</b>                                                                                                                                                                                                                                                         |                  |  |  |  |                              | YES         |  | NO |  |
| <b>DECLARATION</b>                                                                                                                                                                                                                                                                                                                                                                  |                  |  |  |  |                              |             |  |    |  |
| I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document. |                  |  |  |  |                              |             |  |    |  |
| <b>NAME (PRINT)</b>                                                                                                                                                                                                                                                                                                                                                                 |                  |  |  |  | <b>SIGNATURE</b>             |             |  |    |  |
| <b>CAPACITY</b>                                                                                                                                                                                                                                                                                                                                                                     |                  |  |  |  | <b>DATE</b>                  |             |  |    |  |

| KNYSNA MUNICIPALITY                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TAX CLEARANCE CERTIFICATE REQUIREMENTS                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                         |
| <b>It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations before an award may be considered.</b> |                                                                                                                                                                                                                                                                                                                         |
| 1.                                                                                                                                                                                                                                                              | In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. |
| 2.                                                                                                                                                                                                                                                              | Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .                                                                                                                  |
| 3.                                                                                                                                                                                                                                                              | SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.                                                                                                                                                                           |
| 4.                                                                                                                                                                                                                                                              | The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.                                                |
| 5.                                                                                                                                                                                                                                                              | In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.                                                                                                                                                                                   |
| 6.                                                                                                                                                                                                                                                              | Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .                                                                             |

| KNYSNA MUNICIPALITY     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DECLARATION OF INTEREST |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.                      | No bid will be accepted from persons in the service of the state*.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.                      | Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority. |
| 3.                      | <b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>                                                                                                                                                                                                                                                                                                                                                                                   |
| 3.1.                    | Full Name of bidder or his / her representative:                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.2.                    | Identity number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.3.                    | Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.4.                    | Company Registration Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.5.                    | Tax Reference Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.6.                    | VAT Registration Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3.7.                    | The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.                                                                                                                                                                                                                                                                                                                  |
| 3.8.                    | Are you presently in the service of the state* <b>YES / NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                         | If yes, furnish particulars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                                                                                                                     |                                                                                                                                                                                                                             |                                         |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------|
| 3.9.                                                                                                                                                                | Have you been in the service of the state for the past twelve months?                                                                                                                                                       | YES / NO                                |                       |
|                                                                                                                                                                     | If so, furnish particulars.                                                                                                                                                                                                 |                                         |                       |
| 3.10.                                                                                                                                                               | Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?                                                 | YES / NO                                |                       |
|                                                                                                                                                                     | If so, state particulars.                                                                                                                                                                                                   |                                         |                       |
| 3.11.                                                                                                                                                               | Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?                            | YES / NO                                |                       |
|                                                                                                                                                                     | If so, state particulars.                                                                                                                                                                                                   |                                         |                       |
| 3.12.                                                                                                                                                               | Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?                                                                                                               | YES / NO                                |                       |
|                                                                                                                                                                     | If so, state particulars.                                                                                                                                                                                                   |                                         |                       |
| 3.13.                                                                                                                                                               | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?                                                                              | YES / NO                                |                       |
|                                                                                                                                                                     | If so, furnish particulars.                                                                                                                                                                                                 |                                         |                       |
| 3.14.                                                                                                                                                               | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES / NO                                |                       |
|                                                                                                                                                                     | If so, furnish particulars.                                                                                                                                                                                                 |                                         |                       |
| 4.                                                                                                                                                                  | Full details of directors / trustees / members / shareholders:                                                                                                                                                              |                                         |                       |
| <b>COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:</b>                                                                                                |                                                                                                                                                                                                                             |                                         |                       |
| Full Name                                                                                                                                                           | Identity Number                                                                                                                                                                                                             | Individual Tax Number for each Director | State Employee Number |
|                                                                                                                                                                     |                                                                                                                                                                                                                             |                                         |                       |
|                                                                                                                                                                     |                                                                                                                                                                                                                             |                                         |                       |
|                                                                                                                                                                     |                                                                                                                                                                                                                             |                                         |                       |
|                                                                                                                                                                     |                                                                                                                                                                                                                             |                                         |                       |
| <b>CERTIFICATION</b>                                                                                                                                                |                                                                                                                                                                                                                             |                                         |                       |
| I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE. |                                                                                                                                                                                                                             |                                         |                       |
| NAME OF ENTERPRISE                                                                                                                                                  |                                                                                                                                                                                                                             |                                         |                       |

|                     |  |                  |  |
|---------------------|--|------------------|--|
| <b>CAPACITY</b>     |  | <b>DATE</b>      |  |
| <b>NAME (PRINT)</b> |  | <b>SIGNATURE</b> |  |

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            |            |
| SPECIFIC GOALS                                   |            |
| <b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b> | <b>100</b> |

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:

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

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:

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

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 Contribution Status Level 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)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions

as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....  
**DATE:** .....  
**ADDRESS:** .....  
.....  
.....

| KNYSNA MUNICIPALITY                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--|
| DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |
| 1.                                                             | This Municipal Bidding Document serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.                                                                                                                                                                                   |             |  |
| 2.                                                             | The bid of any bidder may be rejected if that bidder, or any of its directors have:                                                                                                                                                                                                                                                                                                                                                                  |             |  |
| 2.1.                                                           | abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;                                                                                                                                                                                                                                                                                                          |             |  |
| 2.2.                                                           | been convicted for fraud or corruption during the past five years;                                                                                                                                                                                                                                                                                                                                                                                   |             |  |
| 2.3.                                                           | wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or                                                                                                                                                                                                                                                                                                     |             |  |
| 2.4.                                                           | been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).                                                                                                                                                                                                                                                                                                  |             |  |
| 3.                                                             | <b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>                                                                                                                                                                                                                                                                                                                               |             |  |
| 3.1.                                                           | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b> | Yes /<br>No |  |
| 3.2.                                                           | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                          |             |  |
| 3.3.                                                           | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                      | Yes /<br>No |  |
| 3.4.                                                           | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                          |             |  |
| 3.5.                                                           | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                               | Yes /<br>No |  |
| 3.6.                                                           | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                          |             |  |
| 3.7.                                                           | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?                                                                                                                                                                                                               | Yes /<br>No |  |
| 3.8.                                                           | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                          |             |  |
| 3.9.                                                           | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                       | Yes /<br>No |  |
| 3.10.                                                          | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                          |             |  |

|                                                                                                                                                                                                                               |                      |                  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|--|
| 4.                                                                                                                                                                                                                            | <b>CERTIFICATION</b> |                  |  |
| I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.I<br>ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME<br>SHOULD THIS DECLARATION PROVE TO BE FALSE. |                      |                  |  |
| <b>NAME OF ENTERPRISE</b>                                                                                                                                                                                                     |                      |                  |  |
| <b>CAPACITY</b>                                                                                                                                                                                                               |                      | <b>DATE</b>      |  |
| <b>NAME (PRINT)</b>                                                                                                                                                                                                           |                      | <b>SIGNATURE</b> |  |
| <b>WITNESS 1</b>                                                                                                                                                                                                              |                      | <b>WITNESS 2</b> |  |

| KNYSNA MUNICIPALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE OF INDEPENDENT BID DETERMINATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.                                                                                                                                                                                                                                                                                                                                      |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to: <ul style="list-style-type: none"> <li>a) take all reasonable steps to prevent such abuse;</li> <li>b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and</li> <li>c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.</li> </ul> |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | This Municipal Bidding Document serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| CERTIFICATE OF INDEPENDENT BID DETERMINATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| I, the undersigned, in submitting the accompanying bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bid Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>T 28 of 2025/26</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Description:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>EMERGENCY GROUNDWATER SUPPLY PROJECT – CONNECTING INFRASTRUCTURE AND CIVIL WORKS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| in response to the invitation for the bid ISSUED by the <b>Knysna Municipality</b> , do hereby make the following statements that I certify to be true and complete in every respect:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| certify, on behalf of (Name of Bidder):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>That:</p> <ol style="list-style-type: none"> <li>1. I have read and I understand the contents of this Certificate;</li> <li>2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;</li> <li>3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;</li> <li>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;</li> <li>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:           <ul style="list-style-type: none"> <li>(a) has been requested to submit a bid in response to this bid invitation;</li> <li>(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and</li> <li>(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder</li> </ul> </li> <li>6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.</li> <li>7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:           <ul style="list-style-type: none"> <li>a) prices;</li> </ul> </li> </ol> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|--|
| b) geographical area where product or service will be rendered (market allocation)<br>c) methods, factors or formulas used to calculate prices;<br>d) the intention or decision to submit or not to submit, a bid;<br>e) the submission of a bid which does not meet the specifications and conditions of the bid; or<br>f) bidding with the intention not to win the bid.                                                                                                                                                                                                                                                                                                                              |  |                  |  |
| 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                  |  |
| 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                  |  |
| 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation. |  |                  |  |
| <b>CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                  |  |
| <b>I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                  |  |
| <b>NAME<br/>(PRINT)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <b>SIGNATURE</b> |  |
| <b>CAPACITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>DATE</b>      |  |
| <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                  |  |
| <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.                                                                                                                                                                                                                                                                                                                                |  |                  |  |
| <sup>3</sup> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                  |  |

## KNYSNA MUNICIPALITY

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:

(name of the enterprise)

I hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

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

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|-----------------------------------------------|--------------------------|
|                                               |                          |
|                                               |                          |

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

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

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

**NB:** Please attach copy(ies) of Municipal Accounts

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

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

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

|                           |  |              |  |
|---------------------------|--|--------------|--|
| <b>NAME OF ENTERPRISE</b> |  |              |  |
| <b>NAME (PRINT)</b>       |  |              |  |
| <b>CAPACITY</b>           |  |              |  |
| <b>SIGNATURE</b>          |  | <b>DATE:</b> |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of ____ 20_____</p> <p>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.</p> <p><b>COMMISSIONER OF OATHS: -</b><br/>         Position: _____<br/>         Address: _____<br/>         Tel: _____</p> | <p align="center"><b>Apply official stamp of authority on this page:</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

Version 3.0

## **PART T2: RETURNABLE DOCUMENTS**

- T2.1 List of Returnable Documents**
- T2.2 Returnable Schedules**

## T2.1: LIST OF RETURNABLE SCHEDULES

The following documents are to be completed and returned to form part of the Contract. Failure to submit any of the returnable schedules required – then you will be deemed nonresponsive.

| No                                                                                   | Part of the Contract | Returnable Name                                                                                               | Tick if completed and submitted |
|--------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>1. RETURNABLE SCHEDULES TO FORM PART OF THE CONTRACT</b>                          |                      |                                                                                                               |                                 |
| 1M                                                                                   | <b>YES</b>           | Schedule of Construction Equipment                                                                            |                                 |
| 1N                                                                                   | <b>YES</b>           | "Tax Compliant Status" & SARS certificate                                                                     |                                 |
| 1O                                                                                   | <b>YES</b>           | VAT Registration Certificate (If Applicable)                                                                  |                                 |
| 1P                                                                                   | <b>YES</b>           | Proof of Registration with the Construction Industry Development Board (in the applicable category or higher) |                                 |
| 1Q                                                                                   | <b>YES</b>           | Letter of good standing                                                                                       |                                 |
| 1R                                                                                   | <b>YES</b>           | Proof of banking details                                                                                      |                                 |
| 2A                                                                                   | <b>YES</b>           | Estimated Monthly Cash flow                                                                                   |                                 |
| 2B                                                                                   | <b>YES</b>           | Schedule of Key Personnel / Competent persons assigned to the Contract                                        |                                 |
| 2C                                                                                   | <b>YES</b>           | Schedule of Proposed Subcontractors                                                                           |                                 |
| 2D                                                                                   | <b>YES</b>           | Preliminary Program of the Works                                                                              |                                 |
| 2E                                                                                   | <b>YES</b>           | Contract Organogram                                                                                           |                                 |
| 2F                                                                                   | <b>YES</b>           | Schedule of experience                                                                                        |                                 |
| 2G                                                                                   | <b>YES</b>           | Methodology                                                                                                   |                                 |
| <b>2. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT</b> |                      |                                                                                                               |                                 |
| C 1.1:                                                                               | <b>YES</b>           | Form of Offer and Acceptance                                                                                  |                                 |
| C 1.2:                                                                               | <b>YES</b>           | Contract Data                                                                                                 |                                 |
| C 1.4:                                                                               | <b>YES</b>           | Occupational Health and Safety Mandatory Agreement                                                            |                                 |
| C 2.1:                                                                               | <b>YES</b>           | Pricing Instructions                                                                                          |                                 |
| C 2.2:                                                                               | <b>YES</b>           | Bill of Quantities                                                                                            |                                 |
| C 2.3:                                                                               | <b>YES</b>           | Summary of Prices                                                                                             |                                 |

## **T2.2: RETURNABLE SCHEDULES**

### 1M: 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 if my / our tender is accepted.

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

| DESCRIPTION (type, size, capacity etc) | QUANTITY | YEAR OF MANUFACTURE |
|----------------------------------------|----------|---------------------|
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |

Attach additional pages if more space is required.

**Please note that it is a tender requirement for the contractor to have sufficient plant and equipment available at short notice to carry out the work described in the scope of works.**

**Proof of ownership of plant or lease agreement to be provided for functionality points to be claimed.**

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

| DESCRIPTION (type, size, capacity etc) | QUANTITY | HOW ACQUIRED |        |
|----------------------------------------|----------|--------------|--------|
|                                        |          | HIRE/<br>BUY | SOURCE |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |

Attach additional pages if more space is required.

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

*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: .....

|                           |
|---------------------------|
| <b>1N: SARS CLEARANCE</b> |
|---------------------------|

Tenderers must ensure that they are up to date with their payments of taxes.

The tenderer must submit a “tax compliant” status in respect of his/her company, close corporation, or partnership as well as a SARS tax clearance certificate or pin certificate. In the case of a joint venture between two or more firms, the tenderer shall attach the SARS documents for each of the joint venture partners.

**10: VAT REGISTRATION CERTIFICATE (IF APPLICABLE)**

**NOTE: REQUIRED INFORMATION TO BE SUBMITTED IN THE ATTACHMENT DOCUMENT UNDER SECTION 10**

|                                                           |
|-----------------------------------------------------------|
| <b>1Q: WORKMENS COMPENSATION: LETTER OF GOOD STANDING</b> |
|-----------------------------------------------------------|

*(Tenderer's Details):*

.....

.....

.....

.....

*(Date)*.....

**LETTER OF GOOD STANDING  
COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES ACT,1993**

ATTENTION:.....

Dear Sirs

In terms of Section.....of the Act, we confirm that, for the period ending .....  
.....

(Tenderer's  
Details).....

carrying on the business of .....

are insured with the Company under Policy Number.....

and their standing with the Compensation Fund is.....

The Compensation Commissioner's Reference Number being.....

Yours Faithfully

.....

A letter of current Good Standing received from Workmen's Compensation may be submitted with the tender.

|                                     |
|-------------------------------------|
| <b>1R: Proof of Banking Details</b> |
|-------------------------------------|

**NOTE: Tenderer to provide proof of banking details on banking letter head and stamped by the bank.**

## 1S: 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)

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |

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

.....

.....

.....

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

.....

.....

.....

.....

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):** .....

**2B: KEY PERSONNEL / COMPETANT PERSONS ASSIGNED TO THE CONTRACT**

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

**NOTE: REQUIRED INFORMATION TO BE SUBMITTED IN THE ATTACHMENT DOCUMENT UNDER SECTION 2B**

| <b>Job Description</b>       | <b>Full Name</b> | <b>Qualification</b> | <b>Years of Experience</b> |
|------------------------------|------------------|----------------------|----------------------------|
| Contracts Manager / Director |                  |                      |                            |
| Supervisor/ Foreman          |                  |                      |                            |
| Health and Safety Officer    |                  |                      |                            |
|                              |                  |                      |                            |

The minimum years of experience required by the foreman / supervisor is 5 years.

\*To be filled in by Tenderer

*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: .....

## 2C: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

Sub-contracting shall be limited to a maximum of 25% of the contract value.

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 contractor and client.

**NOTE: ADDITIONAL INFORMATION TO BE SUBMITTED IN THE ATTACHMENT DOCUMENT UNDER SECTION 2C**

| No. | Name and address of proposed subcontractor | Nature and extent of work | Previous experience with subcontractor |
|-----|--------------------------------------------|---------------------------|----------------------------------------|
| 1.  |                                            |                           |                                        |
| 2.  |                                            |                           |                                        |
| 3.  |                                            |                           |                                        |
| 4.  |                                            |                           |                                        |
| 5.  |                                            |                           |                                        |
| 6.  |                                            |                           |                                        |
| 7.  |                                            |                           |                                        |
| 8.  |                                            |                           |                                        |

*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: .....

## **2E: CONTRACT ORGANOGRAM**

The tenderer must submit a basic organogram for the contract of the personnel he intends using. The organogram should show administrative and other support staff plus team structure.

**Failure to submit the organogram will result in the tenderer scoring zero for key personnel.**

**NB: Attach organogram of the key personnel who will be appointed for this contract ONLY.**

**NOTE: REQUIRED INFORMATION TO BE SUBMITTED IN THE ATTACHMENT DOCUMENT UNDER SECTION 2E**

|                                   |
|-----------------------------------|
| <b>2F: SCHEDULE OF EXPERIENCE</b> |
|-----------------------------------|

Contractor to submit a schedule of experience detailing experience of works of a similar nature (water reticulation, pipelines, valves and fittings, and general civil works) in the last 10 years. The schedule is to include contactable references, value of previous contract, and appointment letters and letter of completion are to be provided.

[illegible]

**NOTE: REQUIRED INFORMATION TO BE SUBMITTED IN THE ATTACHMENT DOCUMENT UNDER SECTION 2F**

## **2G: METHODOLOGY**

Detailed methodology to be attached to this page. Methodology to be based on the project specific scope of works.

|                                                                                                    |
|----------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>CONTRACT</b><br/><b>PART C1: AGREEMENT AND CONTRACT DATA</b></p> |
|----------------------------------------------------------------------------------------------------|

**CONTENTS**

- C1.1            Form of Offer and Acceptance**
- C1.2            Contract Data (Part 1 and 2)**
- C1.3            Occupational Health and Safety Mandatory Agreement**

## 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. T28 OD 2025/2026 EMERGENCY GROUNDWATER SUPPLY PROJECT – CONNECTING INFRASTRUCTURE AND CIVIL WORKS.**

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.

Signature(s) of authorized agents: .....

Name(s) (in block letters) : .....

Capacity of authorized agents: .....

**for and on behalf of the Tenderer** .....

(Name and address of organization)

Witness: ..... (Full name – in block letters – and signature)

(Name)

..... (Signature)

Date: .....

## ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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 1 week 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 .....

for the **Employer:** ..... (Name and address of organization)

Witness:.....(Full name) ..... (signature)

Date: .....

## 2 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.

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....
5. Subject .....  
Details .....
6. Subject .....  
Details .....
7. Subject .....  
Details .....
8. 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**.....  
(Name and address of organization)

Witness: ..... (Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

**For and on behalf of the Employer:**

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

Name(s): .....

Capacity: .....

for the **Employer:** .....  
(Name and address of organization)

Witness: ..... (Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

## C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is obtainable from [www.saice.org.za](http://www.saice.org.za). Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE Tel: 011-805 5947

### PART 1: CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

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

| Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.13 | The Defects Liability Period is <b>12 months</b> , measured from the date of the Certificate of Completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.1.1.15 | Name of Employer is: Knysna Local Municipality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.1.1.16 | The Employer's Agent is JG Afrika (Pty) Ltd: Name: Mr. Mark Schapers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.1.1.26 | The pricing strategy is: <b>Re-measurement Contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.2.1.2  | <b>The Employer's Agent's address for receipt of communications and notices is:</b><br>Address (Physical):<br><b>JG Afrika</b><br>1st Floor, Block C, One the Boulevard, Westway Office Park<br>Durban<br>KwaZulu-Natal<br>3629                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.3.2    | The governing law is the law of the Republic of South Africa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3.2.3    | The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:<br><br><b>1. <u>New Clause 3.2.3.2</u></b> For expenditure on the Contract to exceed the Contract Sum.<br><br><b>2. <u>Existing Clauses:</u></b><br><br>3.3.1 – Nomination of person as Employer's Agent's Representative.<br>5.6 – Approval of the programme<br>5.7.2 – Work at night as well as by day<br>5.8 – Non-working times (i.e. Sunday Work)<br>5.12 – Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)<br>5.13 – Reduction of penalty for delay.<br>5.14.2 – The issue of a Certificate of Practical Completion. |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>5.14.4 – The issue of a Certificate of Completion.</p> <p>5.16.1 – The issue of a Final Approval Certificate.</p> <p>6.3 – All Variations</p> <p>8.2.2.2 – Order to repair and make good damage arising from any "excepted" risk.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.2.4  | The Employer's Agent has not been appointed as Agent in terms of Occupational Health and Safety on this contract. The Client will perform the duties of the Client, in terms of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.3.1  | <p><b>Add the following to the clause:</b></p> <p>For construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan, method statement and risk assessment.</p> |
| 4.3.2  | <p><b>Add the following to the clause:</b></p> <p>Failure to provide such proof shall entitle the Employer to withhold any payment due to the Contractor until such proof is provided.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4.4.2  | The Contractor shall submit the names of all subcontractors to the Employer's Agent for approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.10.2 | The dates for the information to be provided will be communicated to the Contractor during the Site Handover Meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5.2.1  | The commencement date shall be two days after the Confirmation of Receipt referred to in the form of Offer and Acceptance has been signed for by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.3.1  | <p><b>The documentation required before Commencement of the Works are:</b></p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Occupational Health and Safety Agreement (Refer to Clause 4.3)</p> <p>Initial Programme (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p> <p>Letter of Good Standing (Refer to Clause 4.3)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Clause | Description                                                                                                                                                               |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.2  | The Contractor is required, <b>within 2 days</b> of the Commencement Date, to submit the documents listed above in Clause 5.3.1 to the Employer's Agent for his approval. |

| Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p><b>Health and Safety Plan</b><br/>The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (2014).</p> <p><b>Initial Programme</b><br/>The Contractor shall deliver his Initial Programme of work in terms of Clause 5.6</p> <p><b>Insurance</b><br/>Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> |
| 5.4.2    | <p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>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 and protection of the public.</p>                                                                                                   |
| 5.5      | Due Completion Date is <b>4 weeks</b> after the Commencement Date. <b>An incentive bonus will be provided of R 100 000.00 for every week the project is completed earlier.</b>                                                                                                                                                                                                                                                                                                   |
| 5.8.1    | This is an emergency programme, and working hours shall not be restricted and a 7 (seven) day week applies.                                                                                                                                                                                                                                                                                                                                                                      |
| 5.8.1.1  | <p><b>Add the following to the clause:</b></p> <p>The cost of supervision by the Employer's Agent or his representatives outside of normal (Monday to Saturday) working hours in accordance with this Clause, shall be to the Contractor's account.</p>                                                                                                                                                                                                                          |
| 5.12.2.2 | <b>Add the following to the clause:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <p>The time period specified as the time for completion excludes 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 waterlogged condition.</p> <ul style="list-style-type: none"> <li>• Allowance should be made for 2 days per month for Nov - Apr.</li> <li>• Allowance should be made for 1 days per month for May - Oct.</li> </ul> <p>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 Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p> |
| 5.12.5    | <p><b>Add the following to the clause:</b></p> <p>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 execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of six normal working days, will be taken in account for the extension of time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5.13.1    | The penalty for failing to complete the Works is <b>R 5000.00 per calendar day</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5.16.3    | The latent defect period is 10 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.2.2     | Delete Clause 6.2.2 in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 6.2.3     | The expiry date shall be the date, 30 calendar days after the programmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.5.1.2.3 | <p>The maximum percentage allowed to cover overhead charges is:</p> <p>Labour – 10%</p> <p>Materials – 10%</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.8.4     | Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenderers, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.10.1.5  | The percentage advance on materials on site not yet built into the Permanent Works is 80%, and will only be paid once invoices, delivery slips and proof of payments have been submitted with the IPC to the Employer's Agent as per this clause and Clause 6.10.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.10.3    | Retention monies held will be 10% (excl VAT) of payments due up to the limit of retention money which will be 5% of the Contract Sum (excl VAT).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.10.4    | <p>Contractor's statement to include <b>ALL</b> relevant information and details as required by the Employer's Agent for evaluation. The "7 day period" will commence once <b>ALL</b> information and details have been received.</p> <p><b>Replace</b> the wording "within 28 days" in Clause 6.10.4 with the wording "within 30 days".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.10.8 | <b>Replace</b> the wording "within 28 days" in Clause 6.10.4 with the wording "within 30 days".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6.10.9 | <b>Replace</b> the wording "within 28 days" in Clause 6.10.4 with the wording "within 30 days".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8.6.6  | <p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <ul style="list-style-type: none"> <li>(a) 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</li> <li>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</li> <li>(c) 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;</li> <li>(d) 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;</li> <li>(e) 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.</li> <li>(f) 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.</li> </ul> <p>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</p> |
| 8.6.7  | The Contractor may effect, 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.6.8  | The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers and 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.6.10 | Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall<br>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and<br>(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8.6.11 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9.1.4  | <b>Replace Clause 9.1.4 with the following:</b><br>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:<br>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and<br>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities<br>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent 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.<br>No payment will be made in terms of this Clause after the expiry of the due completion date. |
| 10.3.2 | Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10.5.1 | Dispute resolution shall be by ad-hoc adjudication                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10.5.3 | The number of Adjudication Board Members to be appointed is one.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10.7.1 | The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

## PART 2: DATA PROVIDED BY THE CONTRACTOR

| Clause  | Description                                                                                                                                                     |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.9 | The Contractor is: .....                                                                                                                                        |
| 1.2.1.2 | The Contractor's address for receipt of communications and notices is:<br>Telephone: ..... Facsimile:.....<br>Address (Postal): ..... Address (Physical): ..... |
| 5.12.1  | The Works shall be completed in ..... calendar days (if different).                                                                                             |

### C1.3: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

(To be filled out by the successful Tenderer)

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

#### EMPLOYER

(Hereinafter referred to as the "EMPLOYER")

AND

.....

Herein represented by .....in his/her capacity as ..... duly  
authorised by virtue of a resolution dated....., Attached hereto  
Annexure A, of the said .....

..... (herein after referred to as the "CONTRACTOR")

.....

**WHEREAS** the CONTRACTOR is the mandatory of the EMPLOYER as  
contemplated in an agreement in respect of

.....

.....

..... Contract number .....

**AND WHEREAS** section 37 of the Occupational Health and Safety act, 1993 (Act 85  
of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties  
upon the EMPLOYER.

**AND WHEREAS** the parties have agreed to enter into an agreement in terms of  
section 37(2) of the ACT. **NOW THEREFORE** the parties agree as follows:

- (a) 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 thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations, and  
prohibitions imposed in terms of the ACT and Regulations will be fully  
complied with, provided that should the EMPLOYER prescribe certain  
arrangements and procedures, that same shall be observed and adhered to by  
the CONTRACTOR, his officials, and employees. The CONTRACTOR shall bear  
the onus of acquainting himself/herself/itself with such arrangements and  
procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with  
the relevant duties, obligations, prohibitions, arrangements, and procedure, if

any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements, and procedure as the case may be.

- (c) 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 ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (d) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorized agents:.....

Name(s) (in block letters) .....

Capacity of authorized agents:.....

**For and on behalf of the Tenderer**

.....

(Name and address of organization)

Witness: ..... (Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

.....  
Date:

**For and on behalf of the Employer:**

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

Name(s) .....

Capacity .....

for the **Employer:**

.....

(Name and address of organization)

Witness: ..... (Full name – in block letters – and signature)

(Name)

.....

Date: .....

(Signature)

**EMERGENCY GROUNDWATER SUPPLY PROJECT  
CONNECTING INFRASTRUCTURE AND CIVIL WORK  
CONTRACT NO.: T 28 OF 2025/2026**

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|                                                  |
|--------------------------------------------------|
| <p><b>CONTRACT<br/>PART C2: PRICING DATA</b></p> |
|--------------------------------------------------|

**CONTENTS**

- C2.1     Pricing Instructions**
- C2.2     Bills of Quantities**
- C2.3     Day-work Schedule**

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|                                   |
|-----------------------------------|
| <b>C2.1: PRICING INSTRUCTIONS</b> |
|-----------------------------------|

**C2.1 PREAMBLE TO THE BILL OF QUANTITIES**

**C2.1.1** The General Conditions of Contract, the Contract Data, the Scope of Work, the Standardized Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.

**C2.1.2** For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard Specifications of the Scope of Work.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Scope of Work or elsewhere but of which the quantity of work is not measured in units.

**C2.1.3** The method of measurement published by the South African Bureau of 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 SABS 1200 standardised specifications".

Work executed will be measured for payment in accordance with the methods described in the Contract documents under the various payment items, notwithstanding any custom of the contrary. Attention is directed to the provisions of the Standard Specifications regarding the mass of the finished work in place that will be taken for payment, excluding any volume or mass of work in excess of that ordered.

**C2.1.4** Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in Clause 8 of each Standardised Specifications. Reference shall inter alia be made to the drawings, standard specifications, Scope of Work, General Conditions of Contract and Contract Data for more detailed information regarding the extent of the work entailed under each item.

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.

**C2.1.5** 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

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tenderer shall preferably seek clarification or else qualify any assumptions made.

**C2.1.6** The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule 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 SABS in the SABS 1200 series of specifications, e.g., G for SABS 1200 G.

**C2.1.7** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

**C2.1.8** 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 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.

The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Work will be valued at the rates or lump sums tendered, subject only to provisions of the Conditions of Contract, of the Standard Specifications and of the Scope of Work.

**C2.1.9** 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.

**C2.1.10** Tenderers are required to allow in their tendered prices for the supply and use of tools, the provision, operation and maintenance of all the Contractor's Equipment, the provision of secure storage facilities for materials supplied by others, the supply of key personnel, the supervision of all labour and workmanship and everything and every service necessary for the construction, completion and maintenance of the Works in the manner required by the Contract and to the entire satisfaction of the Engineer

**C2.1.11** 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 (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

If the Tenderer should group a number of items together and tender one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item. Or, should he indicate

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against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

- C2.1.12** For provisional sums and prime cost sums refer to clause 6.6 of the Conditions of Contract.
- C2.1.13** 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.
- C2.1.14** All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.15** Arithmetical errors of responsive tenders will be corrected as stated in the Tender Data.
- C2.1.16** Should a tenderer be unwilling to make the corrections ordered by the Employer's Agent, the tender may be disqualified.
- C2.1.17** The quantities set out in the 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.
- C2.1.18** The quantities of materials or the amount of work listed in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order materials or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.19** The Bills of Quantities must be completed by the insertion of rates / prices in accordance with the instructions 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.
- C2.1.20** Any entry made by the Tenderer in the Price Schedule, 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.
- C2.1.21** The Tenderer shall ascertain the nature of the access to the Site, the quality and nature of the soil conditions as well as existing materials on site and all other matters such as relevant local ordinances etc. which might influence the completion of the Works.
- C2.1.22** The Tenderer shall allow for all obvious items which have not necessarily been

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specified but which can reasonably be inferred as necessary in order to carry out the Works as specified.

- C2.1.23** Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been omitted, amended, or added to and these changes must be taken into account when pricing the tender.
- C2.1.24** Should the Tenderer wish to offer alternative equipment to that which is specified, please include the full specifications / pump curves / manufacturer details of the alternative equipment being offered.
- C2.1.25** As it is not always practical or possible to cross reference every change to the Specifications, the onus rests on the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.
- C2.2.26** It is deemed that all costs incurred by the Contractor to ensure conformity with the Environmental Management Specifications, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.
- C2.1.27** It is deemed that all costs incurred by the Contractor to ensure conformity with the OHS Act, Health and Safety Specifications, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.
- C2.1.28** An amount for contingencies has been entered in the Schedule of Quantities which will be used in whole or in part for additional work that may be deemed necessary and only as shall be directed in writing by the Engineer. This amount shall be deducted in part or in whole from the final Contract Value if not required
- C2.1.29** 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 <sup>2</sup>       | square metre          | No.      | number           |
| m <sup>2</sup> .pass | square metre-pass     | sum      | lump sum         |
| ha                   | Hectare               | MN       | MegaNewton       |
| m <sup>3</sup>       | cubic metre           | MN.m     | MegaNewton-metre |
| m <sup>3</sup> .km   | cubic metre-kilometre | P C sum  | Prime Cost sum   |
| ℓ                    | Litre                 | Prov sum | Provisional sum  |
| kℓ                   | Kilolitre             | %        | per cent         |
| MPa                  | MegaPascal            | kW       | kilowatt         |

- C2.1.30** Rates for materials are to include for delivery and offloading at the Contractor's main site store, or if material can be delivered directly to the point of operations, for the delivery and unloading at that point.

## C2.2: BILL OF QUANTITIES

## Summary

| Item | Description       | Total (Rands) |
|------|-------------------|---------------|
| 1    |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      |                   |               |
|      | Sub Total         |               |
|      | Contingency (15%) |               |
|      | Sub Total         |               |
|      | VAT (15%)         |               |
|      | TOTAL             |               |

|                               |
|-------------------------------|
| <b>C2.3 DAYWORKS SCHEDULE</b> |
|-------------------------------|

**C2.3.1 GENERAL**

Tenderers must complete this list, which shall be used for the assessment of value of the work, which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

**C2.3.2 LABOUR COSTS**

Tenderers are required to state the rates to be used in evaluating work done on a daywork basis. The rates quoted are to cover site supervision, superintendence, insurances, holidays with pay, travelling allowances, lodging, any other allowances and emoluments, all overhead charges and profit.

Rates for labour are to include for the use and maintenance of hand tools and appliances, non-mechanical Contractor Equipment such as ladders, trestles, stages, bankers, hand pumps, scaffolding and all similar items unless they are used exclusively for day work etc., as per the allowances as specified in the General Conditions of Contract for Construction Works 2015.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Day-work and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

### **C2.3.3 EQUIPMENT COSTS**

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, fuel, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

Rates will be held to be applicable not only to such Contractor's Equipment as may be available on site, but also to such mechanically operated Contractor's Equipment as may be brought onto site on the written instruction of the Engineer.

The Contractor will be paid the actual net cost of plant hired by him for Day-work and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

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| <b>PART C3: SCOPE OF WORK</b> |
|-------------------------------|

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Site Information**
- C3.6 Environmental Management Plan**
- C3.7 Annexures**

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**C3.1: DESCRIPTION OF THE WORKS**

**C3.1.1 EMPLOYER'S OBJECTIVES**

This specification and Bill of Quantities have been prepared in response to the Knysna Municipality wanting to connect, or re-connect, a number of boreholes and springs to the water supply system. Water from a number of re-activated groundwater resources (boreholes and springs) are to be connected into the raw water supply system or into the potable water supply network.

The Employer requires that the work be of a high standard and be completed in the shortest practical time whilst making use of local labour where possible and ensuring that the provision of water is sustainable and does not create negative impacts on the receiving environment.

**C3.1.2 OVERVIEW OF THE WORKS**

There are some eight (8 No.) boreholes and two (2 No.) springs that have been prioritized for emergency repairs and connection, or re-connection, to the water supply systems of Knysna (see table 1 and figure 1).

**Table 1: Summary of the Borehole connections to infrastructure required**

| BH No.              | Latitude<br>(Dec.Degs) | Longitude<br>(Dec.Degs) | Indicative<br>Yield<br>(l/s) | Connect to                                                                                    | Water<br>System |
|---------------------|------------------------|-------------------------|------------------------------|-----------------------------------------------------------------------------------------------|-----------------|
| BHE3 Arch Dam       | S34.01032              | E23.09833               | 7                            | New tanks, Fe removal, and pumps<br>Connect to Arch/Akkerkloof pipeline                       | Raw             |
| BHE10 Arch Dam      | S34.01522              | E23.09938               | 5                            | Connect to the new tanks above                                                                | Raw             |
| BHE1 Gouna PS       | S33.99074              | E23.04010               | 2.7                          | BH pumps direct to Gouna PS buffer tank                                                       | Raw             |
| BHE8b Glebe Dam     | S34.00624              | E23.11783               | 4.5                          | BH pumps directly into Glebe/Akkerkloof pipeline                                              | Raw             |
| BHE14 Old Cape Road | S33.46232              | E21.26475               | 5                            | New tanks, Fe removal, disinfection, and pumps.<br>Connect into Eastford bulk supply pipeline | Potable         |
| Mosque BH           | S34.036580             | E23.043718              | TBA                          | New tank, disinfection, and pumps.<br>Connect into CBD network                                | Potable         |
| * BRNE2             | S33.45994              | E21.25904               | 4                            | *BH pumps direct to Brenton-on-Sea PS buffer tank                                             | Potable         |

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| BH No.          | Latitude<br>(Dec.Degs) | Longitude<br>(Dec.Degs) | Indicative<br>Yield<br>(l/s) | Connect to                               | Water<br>System |
|-----------------|------------------------|-------------------------|------------------------------|------------------------------------------|-----------------|
| * Belvidere BH1 | S34.047917             | E 22.99700              | 4                            | *BH pumps direct to Belvidere reservoirs | Potable         |

\* Denotes BH and connecting work by others (possible minor work under this contract).

**Table 2: Summary of the Springs connections to infrastructure required**

| BH No.         | Latitude<br>(Dec.Degs) | Longitude<br>(Dec.Degs) | Indicative<br>Yield<br>(l/s) | Connect to                                                              | Water<br>System |
|----------------|------------------------|-------------------------|------------------------------|-------------------------------------------------------------------------|-----------------|
| Bigai Spring   | S34.046752             | E23.101181              | *6                           | New tanks, Fe removal, and pumps<br>Connect to Arch/Akkerkloof pipeline | Potable         |
| Bongani Spring | S34.031299             | E23.098845              | *3                           | Connect to the new tanks above                                          | Potable         |

\* Flows to be confirmed (TBC)

### **C3.1.3 EXTENT OF THE WORKS**

The connection works, in certain cases, require treatment and disinfection of the water in order to meet operational and health requirements. Thereafter, the pumps and connections deliver the water into the respective water systems, making maximum use of the existing infrastructure.

The work, apart from the normal civil work of installing water pipes, valves and fittings, includes the procurement and installation of pumping and dosing equipment packages, which requires knowledge of these aspects, and the ability to manage sub-contractors for these work packages.

The terms “connection work/s” and “connecting infrastructure” in this document refer to all of the work described above.

#### **C3.1.3.1 PART 1: Connections and civil work for Boreholes**

The Knysna priority boreholes are being tested and refurbished prior to equipping. The following connection works shall be commenced immediately (in parallel to the borehole refurbishment and equipping) after a borehole has been successfully tested/proven, and on the Employers Representative’s instructions.

The following and have been prioritized for emergency refurbishment and connection:

- BHE3 Arch Dam
- BHE10 Arch Dam (connection works combined with BHE3)
- BHE1 Gouna
- BHE8b Glebe Dam
- BHE14 Old Cape Road

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- Mosque BH
- \*BRNE2 Lake Brenton
- \*Belvidere BH1

\* Denotes boreholes that are being dealt with by others and may require only minor civil works on instruction from the Employers Representative.

#### **C3.1.3.2 PART 2: Connections and civil work for Springs**

The following springs have been prioritized for emergency refurbishment and connection:

- Bigai spring
- Bongani spring

There is existing connection infrastructure at both of these springs and, in each case, cleaning and clearing must be undertaken first, followed by assessment and then further work as detailed and scheduled, and on the further instructions of the Employers Representative.

The connecting infrastructure is required to be secure, robust, and reliable, as well as easy to operate, monitor and maintain.

**The typical scope of work for each location** may include, but is not limited to, the following:

- Expose existing pipework and services on site
- Excavate, bed, lay, secure, test, backfill and commission pipelines
- Install valves and fittings, and construct valve boxes and chambers,
- Tie-in to existing pipelines and pipework
- Minor earthworks, gravel hardstandings, layerworks and paving
- Packaged systems for pumping, treatment and disinfection of water
- Fencing installations

#### **C3.1.3.3 PART 3: Day Works.**

Labour and transport costs for unforeseen items to be addressed with written approval from the Employers Representative.

#### **C3.1.4 CONSTRUCTION PROGRAM AND METHODS**

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Employer's Representative approval.

The Contractor must program his work in such a way that no construction is to be done during the Christmas holiday and Easter weekend as set out in the Contract Data nor on non-working days (Sundays). However, due to the emergency nature of the works tendered, the contractor is expected to work continuously to achieve the time frames. A written consent will be provided to the contractor by the Employer's Agent prior to the contractor commencing with work on Sundays and Public Holidays. The compilation of

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the construction program and any amendments thereto during construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

The following is to be noted:

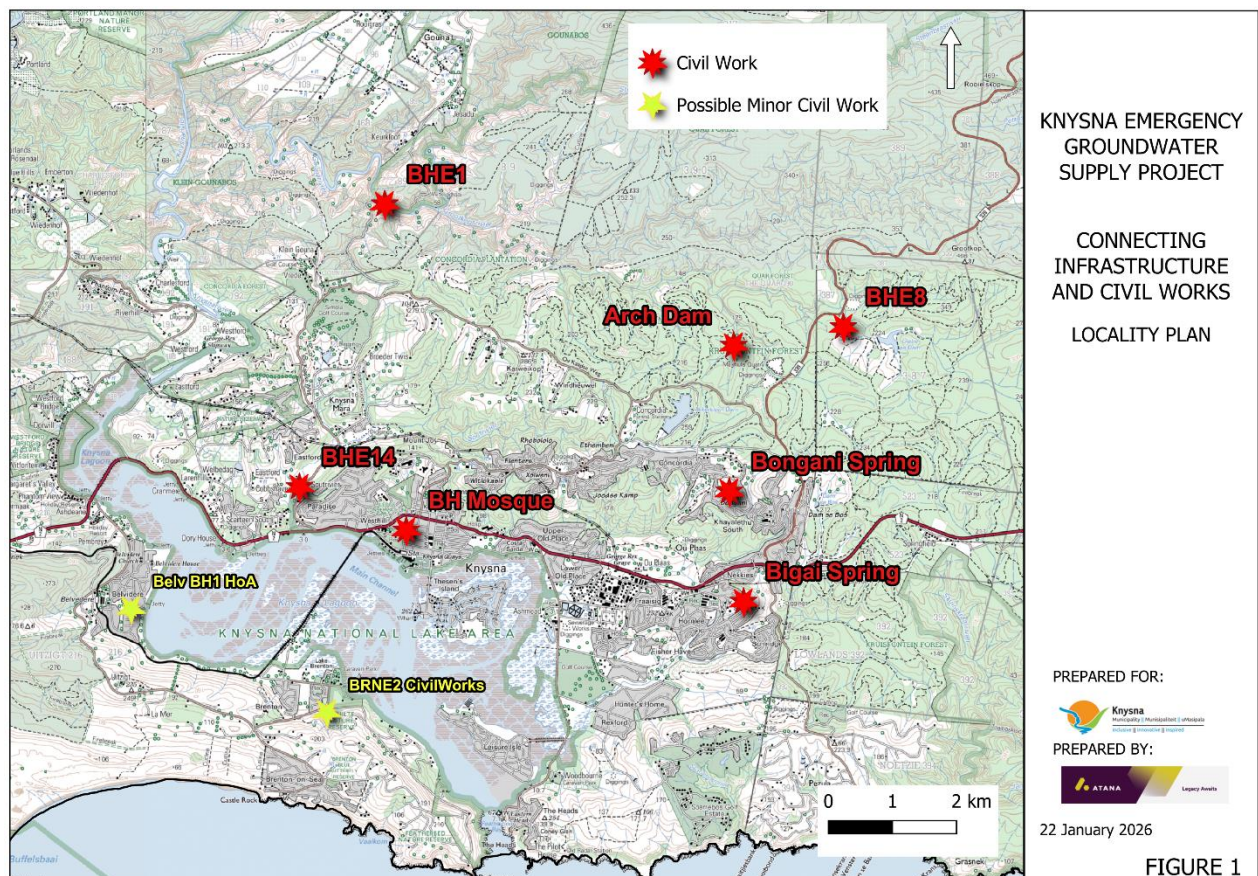
- The Employer's target for the overall practical completion of the works is **4 weeks**, however, the Tenderer must work out the duration required for the contract completion.
- A final realistic, comprehensive and detailed construction programme, based on the Contractors knowledge of the work required and local conditions, is to be submitted to the Employers Agent within **3 days of the award of the Contract** including the anticipated Cash Flow for approval prior to the commencement of construction.

### C3.1.5 LABOUR INTENSIVE CONSTRUCTION

Local resources should be utilised where possible. Clearing, and cleaning and the exposing existing services, should be carried out manually (labour-intensive construction methods). The contractor will be required to source unskilled labour from the local communities through the Municipality's local labour database.

### C3.1.6 LOCATION OF WORKS

The project is located in the Knysna Local Municipality at the locations listed above in **Table 1** and **Table 2** and shown in Figure 1 below.



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(See Annexure A for full size version of the Locality Plan)

As indicated, the work is spread out over a large area, mainly to the north and east of the Knysna CBD.

### **C3.17 TEMPORARY WORKS**

Temporary Works will be required as necessary to facilitate permanent works.

### **C3.1.8 MANAGEMENT MEETINGS**

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employers Agent will call for regular meetings to be held on the site or virtually, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.

In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employers Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

### **C3.1.9 FORMS OF CONTRACT ADMINISTRATION**

The Employers Agent shall provide necessary forms where available.

### **C3.1.10 ELECTRONIC PAYMENTS**

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

### **C3.1.11 DAILY RECORDS**

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. The site diary shall be presented DAILY to the Employers Agent's Representative for his confirmation and signature.

### **C3.1.13 PAYMENT CERTIFICATES**

Requirements will be in accordance with the Employer's prescriptions.

### **C3.1.14 NATURE OF THE CONTRACT**

The Contractor under this Contract is considered to be suitably experienced in the field of water infrastructure construction and installation, and is expected to organize and carry out the work specified hereunder in a competent manner. The Specifications and Schedule of Rates covers the work envisaged, and no claims for extra payments will be entertained for problems foreshadowed in the Specification or due to limitations placed by this Specification.

- a) The Specifications are for the supply, installation, testing and commissioning of water infrastructure, for both raw water and potable water systems, and including civil, mechanical and electrical work as required.

For this the Contractor shall provide all labour, transport, plant, tools, equipment and materials and appurtenances, and shall perform all Works necessary to satisfactorily carry out the work, and to any further details as may be ordered by the Employer.

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- b) The Contractor shall employ only competent workmen for the execution of the Works, and all such Works shall be performed under direct supervision of the designated key personnel.

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| <b>C3.3: PROCUREMENT</b> |
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**C3.3.1 NOT APPLICABLE**

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|                                                                   |
|-------------------------------------------------------------------|
| <b>C3.4: CONSTRUCTION (General and Particular Specifications)</b> |
|-------------------------------------------------------------------|

**PART A: GENERAL**

**A1 APPLICABLE STANDARDIZED SPECIFICATIONS RELATING TO THE WORKS**

| <u>Section</u> | <u>Description</u>         |
|----------------|----------------------------|
| SANS 1200 A :  | General                    |
| SANS 1200 GA : | Concrete (Small works)     |
| SANS 1200 C :  | Site Clearance             |
| SANS 1200 DB : | Earthworks (pipe trenches) |
| SANS 1200 L :  | Medium Pressure Pipelines  |
| SANS 1200 LB : | Bedding (pipes)            |

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATION AND OTHER  
ADDITIONAL SPECIFICATIONS**

In certain clauses in the Standard Specifications, allowance is made for 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 the necessary additional specifications required for this contract.

The clauses and payment items dealt with in this part of the Project Specifications are prefixed "PS" and numbered sequentially. The number corresponding to the relevant clause or item number in the Standard Specifications is given in parenthesis.

PS - Variations to Standard Specifications

|      |   |                        |
|------|---|------------------------|
| PSA  | - | General                |
| PSGA | - | Concrete (Small works) |

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included here.

Additional specifications where applicable are prefixed "P" and numbered alphabetically.

P - Particular Specifications

|    |   |                              |
|----|---|------------------------------|
| PA | - | Occupational Health & Safety |
| PY | - | Palisade Fencing             |

## **PART B1 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS**

This section covers the variations and additions to the SANS 1200 Standard Specifications applicable to this Contract, as per SANS 1200.

### **SUB-CLAUSE REFERENCE**

The sub clause in brackets refers to the sub clause in the standardized specifications of SANS 1200.

#### **PSA : GENERAL (SANS 1200A)**

##### **PSA 1 Scope (1)**

Replace sub-clause 1.1 with the following:

"This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the Contractor's establishment on Site."

##### **PSA 2 INTERPRETATIONS (2)**

###### **PSA 2.3 Definitions (2.3)**

(a) General (a)

Add the following definitions:

"Task: A quantified activity or operation.

Task work: Work paid for by the completed task or job.

Daily rate: The remuneration of a day's work, regardless of output.

Daily wage: See daily rate.

Task rate: The remuneration for a completed task.

Labour intensive construction:

The 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 mechanised or motorised construction equipment.

(c) Measurement and payment (c)

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

**"Fixed charge:** A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract time of completion.

**Time-related charge:** A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the Contract."

**Value-related charge:** A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the Contract."

**PSA 2.4 Abbreviations (2.4)**

(a) Abbreviations relating to standard documents (a)

Add the following abbreviation:

"CKS: SABS Co-ordinating Specification."

**PSA 2.9 Site Instruction Book (New Sub-Clause)**

Due to the dispersed nature of the project a formal hard copy site instruction book will not be utilised.

Mobile communication in the form of a "What's App" group. The group will be utilised for general discussion and logistics but will also be utilised to give and receive site instructions.

A formal What's App will be entitled SI-01, SI-02 etc. Confirmed receipt of the site instruction will be adopted in the form of delivery and read notifications.

A register and record of all Site Instructions will be kept by the Employer's Representative, and updated regularly. The numbering system will be allocated strictly in order of date and time posted on the WhatsApp group.

**PSA 2.10 Request for Information (New Sub-Clause)**

Requests for Information will be communicated in the same form as the Site Instruction in PSA5.

**PSA 3 MATERIALS (3)**

**PSA 3.1 Quality (3.1)**

Add the following:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials shall bear the standardization mark, whether so specified or not.

The Contractor shall submit to the Engineer samples of all materials intended to be incorporated in the works, at least two weeks prior to the materials being required for construction.

Where proprietary materials are specified, it is to indicate the quality or type of materials or articles required and where the terms "or other approved" or "or similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employers Agent".

**PSA 3.3 Ordering of Materials (New Sub-Clause)**

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the

Contractor's risk, and the Employer accepts no liability whatsoever in respect of materials ordered by the Contractor on the basis of Tender Documents.

#### **PSA 4 SAFE-GUARDING MACHINERY**

##### **PSA 4.1 Management of construction machinery**

Alter the reference to the "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" to "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" and General Machinery Regulations (GNR 1521 of 05 August 1988).

##### **PSA 4.2 Contractor's Office, Stores and Services (4.2)**

Alter the clause heading to "CONTRACTOR'S OFFICE, STORES, SERVICES AND HOUSING"

Add the following:

"The Contractor shall be responsible for the security of his construction camp (should he choose to provide one) on site and the construction site at his own cost."

"Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to and around the Site.

##### **PSA 4.3 Restriction on the Use of Construction Equipment (New Sub-clause)**

The Contractor shall use only hand tools and equipment in the construction of the portions of the Works identified as being a Labour-Intensive activity, except for the following items of mechanical Construction Equipment as approved by the Employers Agent:

- vehicles to be used for transporting purchased items from the Contractor's campsite or the storage site, to the places on site where they will be incorporated into the Works
- water bowser for transporting water
- Excavation equipment (only where digging by hand is impractical due to the nature of the ground as determined by the Employers Agent).

##### **PSA 4.4 Plant for Construction Purposes (New Sub-clause)**

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

#### **PSA 5 CONSTRUCTION (5)**

##### **PSA 5.1 Survey (5.1)**

##### **PSA 5.1.1 Setting Out of the Works (5.1.1)**

Add:

"Where Labour Intensive work is specified, the Contractor shall be responsible for the setting out of the daily tasks for the labourers in his employ and for checking the daily tasks as set out."

### **PSA 5.3 Protection of Structures (5.3)**

Alter the reference to the "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" to "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" and General Machinery Regulations (GNR 1521 of 05 August 1988).

### **PSA 5.4 Protection of Underground Services (5.4)**

Delete title and substitute the following:

Protection of Exposed and Underground Services.

Add to the Sub-Clause

"Providing of services shall be paid for under the item/s included in the Schedule as approved by the Employers Agent".

### **PSA 5.7 Safety (5.7)**

Re-title this Sub-Clause "HEALTH AND SAFETY" and replace the contents of this Sub-clause with:

"All work under this Contract shall be carried out in terms of the Occupational, Health and Safety Act, (Act 85 of 1993) and shall be subject to its Construction Regulations, 2014. The Employer's Project Health and Safety Specifications pertaining to this project are included under Particular Specifications."

### **PSA 5.9 Environmental Management (New Sub-Clause)**

Add the new sub-clause:

"The Contractor shall take note of the mitigation requirements in the Environmental Management Plan (EMP), which has been included in Section C3.6 of the Contract Document and take the necessary steps for compliance with the EMP to ensure minimal environmental impact throughout the project duration."

## **PSA 7 TESTING (7)**

### **PSA 7.1 Principles**

#### **PSA 7.1.1 Checking**

Replace this sub-clause with the following:

"The Contractor shall carry out sufficient checks to satisfy himself and the Employers Agent that the materials used and the workmanship (i.e. the quality of construction, adherence to tolerances and, when applicable, the strength attained) comply consistently with the specified requirements, and the results of those checks shall be submitted to the Employers Agent.

The contractor may use his own laboratory, if approved, or an approved independent laboratory for the execution of the abovementioned tests. All quality control tests to ensure that work is done according to specifications, will be for the contractor's account. It is assumed that these costs are included in the rates of items that are subjected to quality control tests.

All test results shall as soon as available immediately be given to the Engineer for approval.

The Employers Agent may carry out such checks as deemed necessary at any point or at any depth or at any layer, as applicable.”

**PSA 8 MEASUREMENT AND PAYMENT**

**PSA 8.1 Measurement**

**PSA 8.1.2 Preliminary and general items or section**

**PSA 8.1.2.2 Tendered Sums**

Replace the contents of this sub-clause with the following:

The Contractor’s tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the General Conditions of Contract and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- Head-office and site overheads and supervision.
- Profit and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on Site for the Contractor’s personnel, including offices, storage facilities, workshops, laboratories, living accommodation, tools and equipment, ablutions, for providing services such as water, electricity, communications, sewerage, sewage and rubbish disposal, for access roads to access the various parts of the works and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the works.
- Dealing with water.

**PSA 8.2 Payment**

**PSA 8.2.1 Fixed-charge and value-related items**

Replace the contents of this sub-clause with the following:

“Payment of fixed charges in respect of item PSA 8.3 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid once the Works have been completed, the facilities removed, and the camp site cleared and cleaned.

**PSGA Concrete (Small Works)**

**PSGA 3 MATERIALS (3)**

**PSGA 3.2 Cement (3.2)**

**PSGA 3.2.1 Applicable Specifications (3.2.1)**

Unless agreed to otherwise by the Employers Agent, the cement used on the Works shall be CEM 1, grade 42.5 complying with the requirements of SANS ENV 197-1.

**PSGA 3.2.2 Storage of Cement (3.2.2)**

Add to the sub-clause:

“Cement shall not be kept in storage for longer than three weeks without the Employers Agent's permission. The cement store shall be run on a first in, first out basis.”

**PSGA 3.4 Aggregates (3.4)**

**PSGA 3.4.1 Applicable Specification (3.4.1)**

Add to the Sub-Clause:

“Sand from a source selected by the contractor and approved by the Employers Agent after testing will be used under this Contract.

The Contractor shall demonstrate by means of a report from an approved laboratory that the aggregates do not exhibit excessive shrinking properties, in accordance with clause C.14 of appendix C of SANS 1083.

The fineness modulus of the sand aggregate shall not vary by more than 0.2 from the fineness modulus of the sand used in the trial mix. Where the variation in fineness modulus exceeds this limit, the mix shall be adjusted to suit. If the fineness modulus of the fine aggregate varies by more than 0.5 from the sand used in the trial mix, the Employers Agent may call for a new trial mix to be made for re-approval.

**PSGA 3.4.2 Use of Plums (3.4.2)**

The use of plums will only be permitted, if agreed to by the Employers Agent, in mass-fill concrete.

**PSGA 3.8 Admixtures (New Sub-Clause)**

Unless approved by the Employers Agent, neither admixtures nor air-entraining agents shall be used in any concrete.

**PSGA 5 CONSTRUCTION (5)**

**PSGA 5.1 Reinforcement (5.1)**

**PSGA 5.1.1 Bending (5.1.1)**

Add to the Sub-Clause:

“Reinforcement shall be cut with cropping or shearing equipment only. Cutting torches shall not be used.”

**PSGA 5.1.2 Fixing (5.1.2)**

Add to the Sub-Clause:

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"No welding of reinforcement will be permitted."

**PSGA 5.3 Holes, Chases and Fixing Blocks (5.3)**

Add:

"Fixing blocks for the attachment of fixtures may be embedded in concrete if the strength or any other desirable feature (such as appearance) is not, in the opinion of the Employers Agent, impaired thereby."

**PSGA 5.3.1 Chamfers (New Sub-Clause)**

Unless otherwise noted on the drawings, all exposed sharp edges shall be chamfered 20 x 20 mm.

**PSGA 5.4 CONCRETE (5.4)**

**PSGA 5.4.1 Quality (5.4.1)**

**PSGA 5.4.1.2 Consistency (5.4.1.2)**

Delete the paragraph (b) and substitute the following:

(b) by the Employers Agent in respect of prescribed mix and strength concrete, or

**PSGA 5.4.1.4 Prescribed Mix Concrete (5.4.1.4)**

Replace the contents of the sub-clause with:

"The grades of prescribed mix concrete are designated 20, 15 and 10 and are composed of cement, sand and stone, as specified herein before, proportioned as listed in the accompanying table.

| Grade | Size of stone (mm) | Cement (kg) | Sand (m <sup>3</sup> ) | Stone (m <sup>3</sup> ) |
|-------|--------------------|-------------|------------------------|-------------------------|
| 20    | 19                 | 50          | 0.11                   | 0.140                   |
| 15    | 19                 | 50          | 0.13                   | 0.160                   |
| 10    | 37.5               | 50          | 0.16                   | 0.22                    |

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

The addition of water shall be regulated by the use of properly calibrated containers, only sufficient water being added as will in the opinion of the Employers Agent, afford a workable mix.

The fine and coarse aggregate approved for use in strength concrete Grade 25 is to be used for prescribed concrete mixed Grades 20 and 15.

**PSGA 5.4.1.5 Strength Concrete (5.4.1.5)**

Replace the contents of the sub-clause with:

"The grades of strength concrete designated Grade 25 is composed of cement, sand and stone, as specified herein before, proportioned as listed in the accompanying table.

| Grade | Size of stone (mm) | Cement (kg) | Sand (m <sup>3</sup> ) | Stone (m <sup>3</sup> ) |
|-------|--------------------|-------------|------------------------|-------------------------|
| 30    | 19                 | 50          | 0.080                  | 0.110                   |
| 25    | 19                 | 50          | 0.095                  | 0.125                   |

At least three weeks before placing any strength concrete on the Works, the Contractor shall supply and deliver to a laboratory at his own cost, samples of the aggregates he proposes to use in the strength grade

concrete. While the proportion of cement to the combined quantity of sand and stone must remain constant for each grade of concrete, as set out in the table, the relative proportions of sand and stone may be adjusted to achieve the requirements of this Specification. The proportions given above are to guide the Tenderer in pricing the grades of strength concrete.

**PSG 5.4.1.6 Ready Mixed Concrete (5.4.1.6)**

Delete the first sentence and substitute the following:

“Concrete produced at a central concrete production facility other than at the site of the Works shall only be accepted for use in the Works with the prior and express approval of the Employers Agent. When such approval has been given, the Employers Agent shall then decide whether or not to accept the test results obtained by the facility concerned.”

**PSG 5.4.1.7 No-fines Concrete (New Sub-Clause)**

No-fines concrete shall be composed of cement and coarse aggregate only, the fine aggregate being, omitted from the mix. The proportions of the cement and stone shall be one part by volume of cement to eight parts by volume of stone. The stone shall comply with the grading requirements of 19 mm single-sized crushed stone to Table 7 of SANS 1083.

Only sufficient water shall be added to the mix to produce a smooth grout to completely cover each and every particular of aggregate.

Proportions may be varied on site with the approval (or to the direction) of the Employers Agent to obtain a more satisfactory result if so directed by the Employers Agent on site. The upper surface of the no-fines is to be finished off with a wood float to provide a smooth working surface while adding just sufficient dry mix mortar (1 to 8) to close the upper surface of the voids in order to prevent the ingress into the interstices of foreign matter.

Mixing shall be carried out in a mechanical batching plant and the hopper shall first be charged with the aggregate to which a small quantity of water has been added to moisten the aggregate particles. The cement shall then be added and shall be followed by the remainder of the water.

The no-fines concrete shall be placed within 20 minutes of having been mixed and shall be rodded and hand tamped into position. The use of vibrators will not be permitted.

No traffic shall be permitted to traverse the surface of the no-fines concrete during the three days following upon the placing of the no-fines concrete and then only over planks or boards placed for this purpose.

**PSGA 5.4.1.8 Blinding Layer (New Sub-Clause)**

Add new sub-clause:

Beneath all structural grades of concrete or elsewhere, if so ordered by the Employers Agent, or shown on drawings, the bottom of the excavation is to be covered by a blinding layer (screed) in Grade 15/20 concrete to a specified depth to prevent disturbance of the ground and to serve as an even and accurate positioned working floor for setting steel and placing foundation concrete. This blinding layer shall be laid immediately after excavations have been taken out and trimmed to the required depths and have been inspected and approved by the Employers Agent.

**PSGA 5.4.8 Concrete Surfaces (5.4.8)**

**PSGA 5.4.8.1 Unformed Concrete Surfaces (5.4.8.1)**

Add to the Sub-clause:

"All unformed concrete surfaces shall be finished to one or more of the following classes of finishes:

Class 1: Screeded Finish

Immediately after being poured the concrete shall be screeded with a straight edge working between templates set accurately to line and level. No mortar shall be added to overcome surface irregularities. These shall be made good by rescreeding or by the addition of concrete.

Class 2: Wood Floated Finish

After screeding to line and level and when the water sheen has disappeared, the concrete surface shall be trowelled by hand with a wood float to a uniform consolidated surface free from any trowel marks and uniform in texture and appearance.

Class 3: Steel Trowelled Finish

Commence as for Class 2 and finish with a steel trowel. The final finish shall be done at the correct time, for example, while the concrete is still sufficiently plastic to take polish but when it has hardened sufficiently to prevent drawing water and fine materials to the surface. Any adherence of mortar to the steel trowel indicates that the correct stage has not yet been reached.

**PSGA 5.5 Positions of Surface Finishes (New Sub-clause)**

- a) Top of foundations: Class 1 - Screeded finish.
- b) Top of slabs: Class 2 – Wood floated finish.

**PSGA 6 TOLERANCES**

**PSGA 6.1 Basis of Measurement**

**PSGA 6.1.2 Tolerances (6.1.2)**

Replace the contents of the sub-clause with:

- a) Surface Class 1 shall not vary by more than 6 mm measured from a 3 m straight edge placed anywhere on the surface.
- b) Surface Class 2 and 3 shall not vary by more than 3 mm measured from a 3 m straight edge placed anywhere on the surface
- c) Special surfaces such as bearing seats shall be finished to a higher degree of accuracy, as shown on the drawings."

**PSGA 5.4.11 Epoxy Grout (Epoxy mortar type only) (New Sub-Clause)**

Add new sub-clause:

"The manufacturer's instructions shall be observed when an epoxy grout is used."

**PSGA 8 MEASUREMENT AND PAYMENT**

**PSGA 8.1 Measurement and Rates (8.1)**

**PSGA 8.1.3 Concrete (8.1.3)**

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Delete (sub-clause 8.1.3.1(b)) and substitute:

“(b) No allowance will be made for concrete required to make up over break in soft, intermediate or hard rock excavation. No payment will therefore be made for additional concrete or formwork, ordered in writing by the Employers Agent to replace over break.”

Add to the sub-clause 8.1.3.3 a):

“Any additional precautions required for adverse weather conditions shall be covered in the unit rate.”

Delete from the first line of Sub-clause 8.1.3.3 (a) the words "the cost of the design of the mix in the case of strength concrete,".

Add the following new Sub-clause after Sub-clause 8.1.3.3. (d):

“(e) Separate items have been included in the Schedule of Quantities for concrete complete with formwork for each particular grade of concrete or for structural units of similar size and shape, or for both. The unit rates shall cover the cost of the provision of concrete (made with ordinary Portland Cement unless otherwise so scheduled); mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.”

**PSGA 8.3    Scheduled Reinforcement Items (8.3)**

Delete Unit: t and replace with Unit: kg

## **PART B2: PARTICULAR SPECIFICATIONS**

### **PA OHS 1993 HEALTH AND SAFETY SPECIFICATION**

#### **PA.1 SCOPE**

The following information regarding the locality and scope of works are standard for all projects and applies to any person or organization.

The following information may be used for referencing as applicable to the works to be done:

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended);
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended);
- South African Bureau of Standards (SABS) 1200. Standardized specification for civil engineering construction;
- South African National Standard 1921-1 General Engineering and construction works;
- South African National Standard 1921-3 Steelworks;
- South African Council for the Project and Construction Management Professions (SACPCMP) 2013, and Scope of services for the CHS Agent, Manager and Officer

#### **PA.2 DEFINITIONS**

For the purpose of this contract the following shall apply:

**Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “Client” as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.

- (a) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (b) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

#### **PA.3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) A documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 20014 and will be subject to approval by the Employer;
- (b) A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) A declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and

- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

#### **PA.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) The demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) The use of explosives;
- (c) Construction work that will exceed 30 days or 300 person-days;
- (d) Excavation work deeper than 1,0m; or
- (e) Working at a height greater than 3,0m above ground or landings

The notification must be done in the form of the pro forma included under Section C1.1) (Contract Data) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

#### **PA.5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

#### **PA.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

##### **PA6.1 Health and safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

##### **PA6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **PA.7 APPOINTMENT OF SAFETY PERSONNEL**

### **PA7.1 Construction supervisor**

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **PA7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour.

### **PA7.3 Health and safety representatives**

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### **PA7.4 Health and safety committee**

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

In function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and to keep record of recommendations and reports made by the committee.

### **PA7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation work as described in Regulation 11;
- (d) Demolition work as described in Regulation 14;

- (e) Scaffolding work as described in Regulation 16;
- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19
- (h) Bulk mixing plant as described in Regulation 20
- (i) Explosive powered tools as described in Regulation 21
- (j) Cranes as described in Regulation 22
- (k) Construction vehicle and mobile plant as described in Regulation 23
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 23
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Inspections of fire equipment as described in Regulation 29

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent person to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

#### **PA.8 RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS Act 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan
- (d) A copy of the notification of construction work
- (e) A health and safety file in terms of CR with inputs by the Construction Safety Officer
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures and formwork and support work structures must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site.
- (j) A copy of the certificate of the system design for suspended platform.
- (aa) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists.
- (bb) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site.
- (cc) A record of any repairs to or maintenance of a batch plant must be kept on site
- (dd) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used
- (ee) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant.

#### **PA.9 CONTRACTORS RESPONSIBILITIES**

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For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail, but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

**(a) Contractor's position in relation to the Employer (client)**

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

**(b) The principal contractor and contractor**

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the construction Regulations, and he shall comply with all the provisions.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall, however, provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's Safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

**(c) Supervision of construction work**

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

**(d) Risk assessment Regulation 7**

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the Health and Safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

**(e) Fall protection (Regulation 8)**

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

**(f) Structures (Regulation 9)**

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The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved.

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

**(g) Formwork and support work (Regulation 10)**

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

**(h) Excavation work (Regulation 11)**

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

**(i) Demolition work (Regulation 12)**

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

**(j) Tunneling (Regulation 13)**

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

**(k) Scaffolding (Regulation 14)**

The Contractor shall ensure that all provisions of Regulation 14 of the Construction Regulations are complied with. (Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act").

**(l) Suspended platforms (Regulations 15)**

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

**(m) Boatswain's chain (Regulation 16)**

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) **Material hoists (Regulation 17)**

Wherever applicable, the Contractor shall comply with the provisions of Regulations 17 to the letter.

(o) **Batch plants,**

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R 1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R 2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) **Explosive powered tools**

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) **Cranes**

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) **Construction vehicles and mobile plant**

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) **Electrical installation and machinery on construction sites**

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for health and safety of all workers and persons on site.

(t) **Use of temporary storage of flammable liquids on construction (Regulation 23)**

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) **Water environments**

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) **Housekeeping on Construction sites**

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of the Construction Regulations.

(w) **Stacking and storage on construction sites.**

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of the Construction Regulations shall apply.

(x) **Fire precautions on construction sites.**

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient for protection equipment, sirens, escape routes etc. all in accordance with the Construction Regulations.

(y) **Construction welfare facilities**

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation of the Construction Regulations.

(z) **Non-compliance with the Construction Regulations 2014**

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

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**PART B2: PARTICULAR SPECIFICATIONS**

**PY    PALLISADE FENCING SPECIFICATION**

|                               |
|-------------------------------|
| <b>C3.5: SITE INFORMATION</b> |
|-------------------------------|

### **C3.5.1 SITE AND ACCESS**

The specific work areas are all located within the Knysna Local Municipality, and within 15km of the Knysna town CBD. (See Annexure A).

Should access to a site prove to be difficult, the onus remains on the contractor to make a genuine attempt to reach the site in the presence of the Employer's representative.

### **C3.5.2 NATURE OF SITE, GROUND AND SUB-SOIL CONDITIONS**

Geotechnical investigations for the connecting infrastructure and civils works have not been carried out, and Tenderers must familiarize themselves with the site conditions.

Allowance has been made in the schedule of quantities for items to cover the various ground and sub-soil conditions that could be encountered on site.

The existing geological information is available and may be purchased from the Council for GeoScience. Existing geohydrological information may be accessed through the Directorate of Geohydrology at the Department of Water & Sanitation (DWS) - "Geohydrological Maps Series of South Africa – 1998".

### **C3.5.3 SITE FACILITIES AVAILABLE**

#### **3.5.3.1 Water**

There is no water available on site and the Contractor shall make his own arrangements to obtain water.

#### **3.5.3.2 Power**

The Contractor shall make his own arrangements for electricity supply to the site camp and elsewhere as required for the duration of the Contract.

#### **3.5.3.3 Contractor's Site Camp and Accommodation**

The Employer has not identified an area for the site camp and has not negotiated use of the land with the relevant landowner and / or relevant authority. The Contractor will be responsible for this, should he wish to establish a site camp.

The Employer will not make housing, shelters, or transport available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and transport them to the site.

The "temporary buildings" and fencing are to be neat and presentable and the surrounding area must, at all times, be kept in a neat, clean and orderly condition. The Contractor shall not cut down or damage any trees nor make any excavation without the written permission of the Employers Agent and shall leave the site in a clean condition.

All buildings and fencing provided at the contractor's site camps shall remain the property of the Employer at the end of the contract.

#### **3.5.3.4 Refuse Removal**

The Contractor shall be responsible for daily disposal of refuse and waste generated under this Contract. The site camp and the site shall be kept clean,

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neat and tidy to the Employers Agent's satisfaction. The cost of refuse disposal shall be deemed to be included in the tendered rates for Site Facilities.

**C3.5.4 SITE FACILITIES REQUIRED**

**3.5.4.1 Temporary offices**

No temporary offices are required for the Employers Agent.

**3.5.4.2 Temporary Latrines**

The Contractor shall provide adequate chemical toilet facilities for the use of the various workmen in accordance with the Regulations of the Department of Public Health and/or other authority and pay all charges in connection therewith; maintain same in a thoroughly clean and orderly condition; allow for moving the chemical toilets to new locations as necessary during the course of the Contract and finally remove such chemical toilets at completion and make good.

**3.5.4.3 Personnel**

One assistant must be made available to the Employers Agent, his Representative or the Clerk of Works, if so required.

**3.5.4.4 Survey Instruments**

The required survey instruments, including a GPS, and 100m steel tape must be available to the Clerk of Works at all times.

**3.5.4.5 Telephone / Telefax**

The Contractor shall provide his own telephone and/or fax facilities.

**C3.5.5 FEATURES REQUIRING SPECIAL ATTENTION**

**3.5.5.1 Existing Services**

The Contractor shall carry out all his operations so as not to unnecessarily encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, 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 existing facilities except for periods when interference is planned.

The Contractor must take all precautions against damaging existing structures or services or affecting the operation of the existing works. The municipality and other service owners must be approached to indicate these existing underground services before any works in any area shall commence. The contractor should request 7 days in advance for the indication of existing services.

The Contractor will be held responsible for any damage to these services during the execution of the Works. Damaged services must immediately be reported to the proper authority and repaired to the satisfaction of the Engineer.

**3.5.5.2 Providing Access**

Adequate trench crossings shall be provided by the Contractor at his own cost at all times. Such temporary trench crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of

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permitting the safe passage of vehicles of mass not exceeding 2 tons. The Contractor shall also be responsible for maintaining such crossings and for removing them when they are no longer required.

Where affected, roads shall be made safe and re-opened to traffic overnight. Barricades, traffic signs and drums erected according to the requirements of the SA Road Traffic Signs Manual shall be provided by the Contractor to suit specific conditions.

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this Contract. If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the properties.

The Contractor may, with the approval of the Employers Agent, make arrangements with the occupiers of the affected properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

#### **3.5.5.3 Surveying**

The Contractor must ensure that the specified tolerances are adhered to in setting out the works.

Payment for the setting out will be deemed inclusive in the rates and no additional payment will be made in that regard.

No beacons, reference pegs, corner pegs, etc. may be disturbed or removed without the prior consent of the Engineer.

#### **3.5.5.4 Source of Materials**

The Contractor will be responsible for locating of all materials complying with the relevant minimum requirements to be used in this contract. No separate payments shall be made for this as all costs related thereto shall be deemed to be covered by the bid rates.

#### **3.5.5.5 Environmental Management**

A requirement for the approval of the project by the Department of Environmental Affairs is that the contractor must maintain the Environmental Management Plan as detailed under section 3.6 during the construction period to ensure that the environmental impact of the activity is minimized and that all mitigating requirements are met.

No claims to maintain the Environmental Management Plan will be considered. Work required maintaining the Environmental Management Plan is considered to be included in the bid rates bid by the contractor.

#### **Protection of the Environment**

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All surplus material and rubbish arising from construction during and on completion of the contract must be removed from site. Any dumping or disposal of waste must be at a recognised licensed landfill site.

The location of stockpile areas for storing excavated material and of proposed spoil areas for surplus excavated material will be indicated by the Employers Agent. No deviation from these designated areas will be permitted without the written permission of the Employers Agent.

The Environmental Management Programme (EMPr) is to be adhered to at all times.

#### **3.5.5.6 Occupational Health and Safety Act**

Separate allowance to be made in the Tender document for the Principal Contractor to comply with the Occupational Health and Safety Act (Construction Regulations).

The project Health and Safety Specifications is attached as Section PA.

Provision therefore is to be made as specified. These items are to be included in the Tender to be submitted.

#### **3.5.5.7 Courtesy**

In all dealings with the public, the contractor is requested to deal with discussions and disputes with deliberate courtesy and understanding, in close liaison with the Employer and the Employer's representative. On arrival in an area and that specific project locations, the contractor as directed by the Employer's representative, shall introduce himself to the Employer's area representative, community leader and / or a member of the representative water and / or sanitation committee.

#### **3.5.5.8 Facilities for Other Contractors**

There are other contracts planned on the site but these contracts will not interfere with the Contractor's work.

#### **3.5.5.9 Protection of Existing Works**

The Contractor shall take all the necessary steps to protect any existing works against damage that may arise because of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by a Service Authority, the Contractor will be billed directly by the Service Authority concerned.

#### **3.5.5.10 Objectives (mission)**

The contractor and all of his operational staff are required to understand and be fully conversant with the objectives (mission) of the Employer. This is to ensure clear ambiguous communication with the beneficiary communities and to avoid waved expectations that the Employer cannot meet. Where available, a statement of the Employer's objectives shall be issued to the contractor, and the contractor shall be fully briefed / trained on the contents therein.

#### **3.5.5.11 Labour Intensive Construction**

An additional objective of this Contract is the optimum utilization of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-intensive construction methods. The Contractor is to maximise his construction team's local labour content in this regard. Labour intensive construction is to be in accordance with the EPWP guidelines.

#### **3.5.5.12 Training**

Training local members of the beneficiary communities in the use and maintenance of water supply and sanitation installations may be required by the Employer / Employer's representative from time to time. The contractor shall be asked to allow such training sessions to be held by the Employer or Employer's representative at the time of construction and or installation.

#### **3.5.5.13 Drawings**

The depths, pipe sizes and lengths of pipes as shown on drawings are subject to confirmation on site, and the Contractor shall submit all such information to the Engineer for confirmation before he commences any construction work.

#### **3.5.5.14 "As-builts" Drawings**

The Contractor shall provide the Engineer with "as-built" drawings at the end of the contract indicating all levels, positions, coordinates, sizes, etc.

For this purpose an additional set of drawings will be kept in the site office, for the exclusive use of keeping as-built information.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "As-Built" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

#### **3.5.5.15 Housing for contractor's employees**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no claim for extension of time due to any delays resulting from this, will be considered.

#### **3.5.5.16 Finishing, Tidying and Site Maintenance**

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

All plastic pipes are to be protected from direct sunlight with 80% shade cloth cover. All steel reinforcement shall be stored off the ground on timber pallets.

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary, in respect of the relevant Works in the areas(s) concerned, without

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thereby prejudicing the rights of others to institute claims against the Contractor on the grounds of unnecessary obstruction.

Finishing and tidying shall not be deferred to the end of the Contract. Works will not be certified as complete, until all finishing and tidying for the portion of the Works to be certified as complete, has been fully completed to the satisfaction of the Employers Agent. In this regard, payment for pipelines shall be made to a maximum of 80% pending clearing and tidying to the satisfaction of the Employers Agent, where after the balance will be certified for payment.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest cooperation with other Contractors.

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**C3.6: ENVIROMENTAL MANAGEMENT PLAN**

The Environmental Management Plan compiled by Sharples Environmental Services (SES) for the 2010 Equipping of BHE8 is to be used on this Contract. All references to the Landowner (and to "PG Bison" specifically), are to be read as "the Landowner", and shall apply to any Landowner on whose property the work under this Contract is being carried out.

The EMP document is provided in Annexure C:

PRE-CONSTRUCTION, CONSTRUCTION & OPERATIONAL PHASE ENVIRONMENTAL MANAGEMENT PLAN FOR BOREHOLE ON PG BISON PROPERTY, EMERGENCY BOREHOLES, KNYSNA

|                                                                                                                                                       |                                                                                                                                                                                             |                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GEORGE</b><br>Tel: +27 (0)44 873 4923<br>Fax: +27 (0)44 874 5953<br>PO Box 9087<br>George<br>6530<br>Email: info@sesc.net<br>Website: www.sesc.net | <br><b>SHARPLES</b><br>ENVIRONMENTAL<br>SERVICES cc<br><small>Environmental Management Specialists</small> | <b>CAPE TOWN</b><br>Tel: +27 (0)21 552 8777<br>Fax: +27 (0)86 575 2869<br>Box 88 Block B<br>Millennium Park<br>Century City<br>7441<br>Email: info@sesc.net<br>Website: www.sesc.net |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PRE-CONSTRUCTION,  
CONSTRUCTION & OPERATIONAL  
PHASE ENVIRONMENTAL  
MANAGEMENT PLAN**

**FOR BOREHOLE ON PG BISON PROPERTY**

**EMERGENCY BOREHOLES**

**KNYSNA**

**Prepared For:**  
SSI for Attention, Pierre van Tonder

**Prepared By:**  
John Sharples and Steve Kleinhans

**Document Ref No:** KNY/BHL/EMP/05/10  
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| <b>C3.7: ANNEXURES</b> |
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Annexure A :    Locality Plan

Annexure B :    Figures and Drawings

Annexure C :    Environmental Management Plan (EMP) for the equipping of  
boreholes (SES, 2010)

Annexure D :    Supplementary Environmental Management Plan (Drilling  
Refurbishment EMP - for reference)

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**ANNEXURE A: LOCALITY PLAN**

**ANNEXURE B: CONNECTING INFRASTRUCTURE AND CIVIL WORKS :**

- DRAWINGS AND FIGURES
- STANDARD DRAWINGS

**ANNEXURE C: ENVIRONMENTAL MANAGEMENT PLAN - CONNECTING  
INFRASTRUCTURE AND CIVIL WORKS :**

**ANNEXURE D: SUPPLEMENTARY ENVIRONMENTAL MANAGEMENT PLAN  
(TENDER 27 OF 2025/26 BOREHOLE REFURBISHMENT WORKS)**