



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

QUOTATION INVITATION

RFQ NUMBER:		RFQ29/2026/27	
RFQ PROJECT DESCRIPTIONS:		Detailed Topographical Survey of Full Road Reserve Widths for Specified Areas within the Knysna Refurbishment Project.	
ADVERTISEMENT DATE:		28/07/2025	
CLOSING TIME:	12:00	CLOSING DATE:	07/08/2026
Quotations must be submitted in electronic format to procurement@knysna.gov.za . SUBJECT:RFQ NUMBER ONLY RFQ29/2026/27		Quotations must be submitted in electronic format to procurement@knysna.gov.za . SUBJECT:RFQ NUMBER ONLY RFQ29/2026/27	
NAME OF THE SUPPLIER			
TOTAL RFQ PRICE:			
B-BBBE LEVEL STATUS:			
PREFERENCE POINT CLAIMED			
CSD SUPPLIER NUMBER			
CSD UNIQUE REFERENCE NUMBER			
FOR OFFICE USE ONLY SUPPLY CHAIN MANAGEMENT		CHECKED BY:	
		SIGNATURE:	
		VERIFIED BY:	
		SIGNATURE:	

KNYSNA MUNICIPALITY									
RFQ NOTICE AND INVITATION TO SUBMIT									
DETAILS OF THE SUPPLIER									
NAME OF THE SUPPLIER									
TRADING AS (if different from above):									
TYPE OF THE COMPANY									
STREET ADDRESS:									
		City/Town		Code					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
COMPANY REGISTRATION NUMBER:			CIDB CRS NUMBER:						
TCS PIN			FACSIMILE NUMBER:						
E-MAIL ADDRESS:									
TELEPHONE NUMBER:			CELLPHONE NUMBER:						
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?				YES	NO				
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)				YES	NO				
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)				YES	NO				
DECLARATION									
I am duly authorised individual to represent the company for the purpose of this RFQ and hereby submit the RFQ to supply service or goods and in accordance with specifications clearly defined in the attached document, and on terms and conditions of the Knysna Municipality.									
FULL NAME AND SURNAME			SIGNATURE						
CAPACITY			DATE						

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY			
	QUOTATION NOTICE AND INVITATION TO SUBMIT			
	NOTICE NO	RFQ29/2026/27	DEPARTMENT	Infrastructure Services
ADVERTISED OR PUBLISHED		Published		
QUOTATION NO:	RFQ29/2026/27	PUBLISHED DATE:	28/07/2026	
QUOTATION DESCRIPTION	Detailed Topographical Survey of Full Road Reserve Widths for Specified Areas within the Knysna Refurbishment Project.			
AVAILABILITY OF BID DOCUMENTS:				
Quotation documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za . (Information Centre>SCM>QOUTATION)				
OBTAINABLE DATE	28/07/2026			
QUOTATION'S GENERAL TERMS AND CONDITIONS				
- Prices quoted must be firm, inclusive of VAT where applicable be on the company letter head with company address, registration number and contact details, signed and shall remain valid for 90 days. - All Municipal Bidding Document must be completed and dully authorized by the designated Individuals (MBD1, MBD4, MBD 6.1, MBD8, MBD9. - The Total amount of the Quotation is below R300 000.00 and only one service provider will be appointed upon the approval of the purchase order by the Municipality. - In cases where companies don't have letter heads, their quotations must be stamp with company stamp containing the company details. 30 days payments terms and conditions of the invoices will be applicable and after the delivery of goods and services in the Municipality. - The status of the suppliers Municipal account must be submitted. All prices quoted must be itemized in accordance with expected deliverables or detailed price/ cost breakdown. - Quotation will be evaluated according to the 80/20 preference points system. The RFQ's are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022 - The Municipality reserves the right to withdraw any invitation to Quotation and/or re-advertise or to reject any Quotation or to accept a party. The Municipality reserve the right not to accept the lowest Quotation or to award RFQ to the supplier scoring the highest number of points. - The total amount of RFQ not to exceed R300 000.00				
NO RFQ 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).				
Suppliers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za .				
Preferential Procurement Point System Applicable		80/20	Local Content Requirement	N/A
CIDB REGISTRATION			Validity Period	90 Days
VALIDITY PERIOD	Notwithstanding the period of validity of bids as set out in the bid documents, Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.			

INFORMATION SESSION		N/A	
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE RFQ PROCEDURE MAY BE DIRECTED TO:	
SECTION	Project Management Office	SECTION	Supply Chain Management
CONTACT PERSON	Bryan Campher	CONTACT PERSON	Phindiswa Mseleni
Tel:	044 302 6435	Tel:	Written Enquiries Only
Email:	bcampher@knysna.gov.za	Email:	Pmseleni@knysna.gov.za
RECOMMENDED BY: CHIEF FINANCIAL OFFICER		APPROVEY BY MUNICIPAL MANAGER	
SIGNATURE:		SIGNATURE	

KNYSNA MUNICIPALITY
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

**KNYSNA MUNICIPALITY
DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.																				
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.																				
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.																				
3.1.	Full Name of bidder or his / her representative:																				
3.2.	Identity number:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																			
3.3.	Position occupied in the Company (director, trustee, shareholder ²)																				
3.4.	Company Registration Number:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																			
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3.6.	VAT Registration Number:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																			
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.																				
3.8.	Are you presently in the service of the state*	YES / NO																			
3.8.1.	If yes, furnish particulars.																				
3.9.	Have you been in the service of the state for the past twelve months?	YES / NO																			
3.9.1.	If so, furnish particulars.																				
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO																			
3.10.1.	If so, state particulars.																				
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO																			
3.11.1.	If so, state particulars.																				

3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number
CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
¹ MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces; (iv)		
b)	a member of the board of directors of any municipal entity;		

c)	an official or any Municipality or municipal entity;
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
e)	a member of the accounting authority of any national or provincial entity; or
f)	an employee of Parliament or a provincial legislature.
² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.	

SPECIFICATION

1. Introduction

Atana (Pty) Ltd, hereinafter referred to as the Employer's Agent, has been appointed by Knysna Municipality as their engineering professional service provider for the water reticulation capital projects.

The scope and extent of the work on the site will comprise of investigation, planning, design and implementation of water reticulation pipeline upgrades in the Knysna area.

In order to carry out the detailed designs, it is necessary for a topographical survey to be carried out on the site to verify the cadastral positions, topographical features, and location of existing services in the project area.

Experienced engineering surveyors are hereby invited to submit quotations for the provision of professional services as outlined below.

2. Site Location

The table below provide the approximate centre coordinates of each survey area. The survey area locations are also given on the attached *.kmz file and the attached drawings.

Area Name	Latitude (S)	Longitude (E)
Re-alignment of old pipeline in Karawater, Ruigtevlei	33° 59' 44.34	22 °49 '28.85
Upgrade of water reticulation pipelines in Old Place, Milkwood, Old Toll Road, Kamdebo	34° 2' 17.50	23° 4 '5.34
Upgrade of water reticulation pipelines in Howard Street	34° 3' 31.13	23° 4' 49.41
Upgrade of water reticulation pipelines in Reinecke Street	34° 2' 57.73	23° 4' 57.99
Upgrade of water reticulation pipelines in Agnar Street	34° 2' 7.23	23° 2' 22.45
Upgrade of water reticulation pipelines in Westhill Street	34° 2' 5.41	23° 2' 19.85
Upgrade of water reticulation pipelines in Sandpiper Street	34° 2' 45.73	23° 4' 21.01

3. Scope of Work

The successful Bidder will be required to undertake a detailed topographical survey investigation of the full road reserve widths for specified areas within the Knysna pipeline refurbishment project. The scope of work shall include, but not be limited to, the following:

- Water pipeline route as indicated in Yellowwood/Karawater, Ruigtevlei, Sedgefield (approx. length of 1300 m)
- Water reticulation pipelines in Old Place, Milkwood (approx. length of 1275 m)
- Water reticulation pipelines in Old Place, Old Toll Road (approx. length of 565 m)
- Water reticulation pipelines in Old Place, Kamdebo (approx. length of 575 m)
- Water reticulation pipelines in Howard Street (approx. length of 2165 m)
- Water reticulation pipelines in Reinecke Street (approx. length of 240 m)
- Water reticulation pipelines in Agnar Street (approx. length of 378 m)
- Water reticulation pipelines in Westhill Street (approx. length of 290 m)
- Water reticulation pipelines in Sandpiper Street (approx. length of 322 m)

3.1. Survey Detailed Requirements

The survey details in addition to the detail survey as per TMH 11 paragraph 13.5, should include the following:

- Topographical and cadastral surveys of all the specific locations (indicated in the *.kmz and drawings), including all existing structures or infrastructure within close proximity to the proposed infrastructure for each survey area.
- The precise location of the existing water reticulation pipelines in each target area is of critical importance. Physical proving must be carried out at intervals that ensure that the location is known in plan and elevation. Excavation must be allowed for as per the pricing schedule
- All existing services including water pipelines, telephone lines, fibre optic lines, power lines with above surface or below ground infrastructure. Where services are on above ground poles, then the positions and minimum clearance to ground to be included. Where below ground, then invert levels are required from any existing manholes and chambers or from information obtained from Knysna Municipality.
- Existing fence lines and gates, including heights of fencing and width of gates.
- Roads, stormwater control infrastructure, drainage gulleys, dongas and drainage lines, (edges and depths) where within or in close proximity in each survey area.
- Land use of adjacent sites on the edges of each survey area (including buildings, fences and any other structures).
- Benchmarks shall consist of 20 mm iron pegs set firmly in concrete with stamped metal nameplate with reference and level.
- All other relevant features.

The surveys must be provided in digital format (.dwg) for use in Civil 3D. Enough spot heights and break lines should be produced to ensure that an accuracy equivalent to the conventional 20 m cross-section interval method is attained.

Paper plots (AO size) and electronic (digital) CAD drawings (.dwg format) with contour intervals of 0.5 m are required per survey area.

Ensure that the AutoCAD drawings (.dwg) are suitably layered such that different types of information can be filtered. The minimum layering required is that the contours and survey spot heights should each be on separate layers.

All erven and road reserve cadastral information to be provided within and around the areas of survey. Refer to items below for further details.

All existing services and their cover and invert levels are to be clearly surveyed and recorded. Clearance dimensions of all overhead services, such as telephone and powerline, etc. should also be determined and reflected on the final plans.

Cross-sections at 50m intervals will be required.

NB: The existing water pipelines must be exposed and size, level and position verified at a minimum of every 100m or at least 4 locations on each survey area

A list of Trig Beacons, Town Survey marks, Control Points and Bench Marks containing names, co-ordinates (plus levels where relevant) and descriptions must be supplied in a separate Excel file together with the other data.

All points in Excel file format should be referenced and a hard copy of the reference names used should be provided (e.g. TOK = Top of Kerb, etc.).

All digital information must be provided on a memory stick as required.

The above requirements must be clearly indicated in your program to be submitted with the quotation. The program must reflect the earliest start date, and the number of days required to fulfil all the above requirements after the date of award.

4. SPECIFICATIONS

4.1. General

All survey work shall strictly adhere to with WGS84 – ITRF91 (epoch 1994) co-ordinates.

For existing structures, all significant features shall be surveyed (structure outline, top of wall, invert levels, floor levels, etc.).

Prior to commencing work on site, the Employer's Agent may require certain special/specific key features to be included and if so, these will be pointed out to the surveyor.

The surveyed data and information shall be suitable for plotting at a scale of 1:250 showing 0,5 m contours.

4.2. Community Liaison

Access to privately owned properties must be arranged in advance for reasons of courtesy, good relations and cooperation.

4.3. Flora and Fauna

The Professional Land Surveyor and her/his staff shall at all times respect the nature of the land use and any vehicles, persons or animals encountered within the project area. The lighting of fires of any nature is strictly prohibited. If it is necessary for clearing for accesses to survey peg positions to be carried out for undertaking the work, then it shall be of a limited extent.

If it is necessary for bush clearing to be carried out for undertaking the surveying assignment, then the quoted rates as per the Bill of Quantities shall apply. Such bush clearing as shall be conducted by the Professional Land Surveyor shall be of a limited extent such as to facilitate the survey exercise and allow for the visibility of pegs.

4.4. Co-ordinates

The co-ordinates shall be according to the World Geodetic System 1984 (WGS84).

4.5. Level Datum

The levels provided shall be in mamsl, with appropriate benchmark coordinates and levels provided. The BMs on the site shall be levelled to an accuracy of +/- 2 mm.

A minimum of two benchmark pegs shall be placed at each survey area, and not more than 500m apart, close to fence boundaries and in positions that do not interfere with or compromise all land usage and existing structures and services. These are to be concreted in, and levelled, coordinated, and clearly marked by an inscription in the concrete. The positions chosen for the BMs should, whenever practicable, be near a large fixed structure or object such as a building or fence post.

4.6. Strip Survey

Strip surveys shall be done up to fence boundaries in the specified areas. All topographical features such as banks, ditches, drains, natural water courses, existing infrastructure (structures, manholes, roads, tracks, cable markers, poles, overhead power lines, pipelines, houses, fences, etc) within the strip must be accurately surveyed and clearly annotated both on the drawings and as part of the electronic data.

4.7. Photographs

Whilst surveying, notes shall be made, and properly referenced digital photographs taken, of all relevant items that are on or near the road reserves in the specified areas that should be considered during the design and/or construction phases of the project. These items include, but are not limited to, all types of water infrastructure, buildings, other structures, hedges, fences, surfaced and un-surfaced roads, tracks, drains, telephone and electricity poles and overhead cables / wires.

5. PRICING SCHEDULE

	Description	Unit	Qty	Rate	Total (Excl. VAT)
1	Allowance for compliance with all contractual requirements, including site establishment, transport, access to the site, equipment, security, insurances, all disbursements, overheads and any other costs not allowed for anywhere else in this Bill of Quantities.	Sum	1		
2	Establish X-Y and Z control on site and transferring the level datum to site	Sum	1		
3	Benchmarks, as per specification, including the supply of pegs, tags, and concrete, all installed as required	No	22		
4	Expose existing water reticulation pipeline				
4.1	Excavate by hand	m ³	50		
4.2	Reinstate bedding, selected fill blanket, G5 backfill,	m ³	36		

4.3	Reinstate road layer works - G5 sub-base (150mm), G2 base (150mm), and asphalt surfacing (50mm)	m ²	36		
5	Topographical survey for the following:				
5.1	Water pipeline in Yellowwood/Karawater, Ruigtevlei, Sedgefield	m	1300		
5.2	Water reticulation pipelines in Old Place, Milkwood	m	1275		
5.3	Water reticulation pipelines in Old Place, Old Toll Road	m	565		
5.4	Water reticulation pipelines in Old Place, Kamdebo	m	575		
5.5	Water reticulation pipelines in Howard Street	m	2165		
5.6	Water reticulation pipelines in Reinecke Street	m	240		
5.7	Water reticulation pipelines in Agnar Street	m	378		
5.8	Water reticulation pipelines in Westhill Street	m	290		
5.9	Water reticulation pipelines in Sandpiper Street	m	322		
6	Reporting and documentation	Sum	1		
	TOTAL BID PRICE (Excl. VAT)			R	
	Add: 10% Allowance for Contingencies			R	
	TOTAL BID PRICE (Incl. 15% VAT)			R	

- Quantities marked are provisional. Final quantities shall be measured on site.
- Rates must include all labour, materials, plant, equipment, supervision, and profit.
- All prices are in South African Rand (ZAR) and must be quoted excluding VAT.
- VAT is calculated at 15%. Confirm your VAT registration number in the covering letter.

6. DELIVERABLES

The deliverables to be provided on completion of the survey work are the following:

6.1. Drawings

Pdf format electronic plots of the topographical survey at a scale of 1 : 250. The drawings shall be in AutoCad *.dwg format. A co-ordinated grid must be indicated on the drawing(s). The drawing(s) must show services, all BMs, and all cadastral details (property boundaries and servitudes) and shall make reference to the level datum used.

6.2. Electronic copy on flash drive

- *.PDF and *.DWG file of the survey as one file containing all relevant information.
- The names used for route bend points, centreline, and control pegs are not to be the same but

must be consistent for all drawings.

- (Suggest: BP = Bend Point CL = Centreline Peg CP = Control Peg)
- The names used are to be consistent for all drawings and a full list of all names used is to be supplied by you.
- The different items of CAD information in the *.DWG files are to be in separate layers as indicated in Annexure A (see end)
- All superfluous text (overprinting etc) and symbols are to be deleted prior to submission of the drawings.
- All data is to be prepared in accordance with attached Annexure A (Schedule of layers, line colours, text height and text colour).
- Electronic spreadsheet of all of the topographical survey data collected during the survey, in Microsoft Excel format.
- An electronic listing of the BMs installed, with their description, co-ordinates and Reduced Levels.
- A fully itemised photographic record in electronic format on the above-mentioned external hard drive.

7. HEALTH AND SAFETY

The staff and any assistants that may be engaged by the service provider will be responsible for their own safety and personal protective equipment (PPE) and will be required to comply at all times with the requirements of the Occupational Health and Safety Act and the Construction Regulations, 2014.

Inductions, medical examinations and/or training of staff where needed, shall be deemed to be included in the quoted amounts.

8. TERMS AND CONDITIONS

The successful bidder will be held responsible for the safety of his staff and for that of any sub-contractors that may be engaged and will be required to indemnify the Employer and the Employer's Agent against any liability in terms of, inter alia, the OHSA.

The successful bidder will be deemed to have visited the site and assessed and made due and adequate arrangements with respect to access to the site and for carrying out all the specified work.

The successful bidder will be held responsible for the accuracy and completeness of all the work carried out, and for compliance with acceptable standards and professional survey practice. In this regard, a Professional Surveyor registered with PLATO, will be required to take professional responsibility for all work carried out on this project and all documents submitted to the Employer's Agent are to be signed accordingly by that person.

The successful bidder will be required to indemnify the Employer and Employer's Agent in respect of all losses and claims for damage that may arise out of or in connection with the performance of the work by the successful bidder, including all costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The successful bidder will be deemed to have all the necessary and applicable insurances in place covering the work that is to be carried out. These shall include Professional Indemnity Insurance and Public/Third Party liability Insurance. Proof of insurance cover shall be provided to the Employer's Agent prior to commencing work.

9. PAYMENT

Interim payments will not be made.

An invoice for payment covering all work carried out shall be submitted to the Employer's Agent on completion of all work on site and on submission of the deliverables. 25% retention will be withheld until such time as the deliverables have been approved by the Employer's Agent.

Payment for work done will be made by the Employer's Agent on receipt of an invoice from the service provider. Attention is drawn to the fact that it could take up to thirty (30) days from receipt by the Employer's Agent of a correct invoice to receipt of payment by the consultant. In general terms, the reasons for delayed payment may be explained as follows:

- 9.1. The Employer's Agent will check the engineering surveyor's invoice for correctness.
- 9.2. The Employer's Agent will include the engineering surveyor's invoice in their next invoice to the Employer.
- 9.3. The Employer is expected to pay the Employer's Agent on or about the last day of the following month.
- 9.4. Within ten (10) days of receipt of payment from the Employer, the Employer's Agent will pay the engineering surveyor's invoice.

Interest will be payable on overdue amounts only if the delay in making payment to the service provider is caused by an act or omission by the Employer's Agent.

10. TIME FOR COMPLETION

The engineering survey must be completed and all of the deliverables submitted to the Employer's Agent no later than four (4) weeks after being appointed.

11. PREPARATION AND SUBMISSION OF QUOTATIONS

Prospective Bidders may submit written questions and queries up to three (3) working days before the closing date for bids shown on the cover sheet.

The Bill of Quantities that is included in Item 5, is to be priced and signed by the person duly authorized by the Bidder to sign the document.

Whilst the quantities in the schedule are provisional, the final quantities are not expected to differ significantly from those quantities.

Final compensation for complying with all conditions, obligations and liabilities described in this document shall be deemed to be included in the prices and sums stated in the Bill of Quantities.

Technical enquiries shall be directed to:

Yolandi Meyer

Telephone: +27 (0) 87 352 1500

Mobile: +27 (0) 83 579 9820

E-mail: yolandi.meyer@atana.co.za

12. INFORMATION REQUIRED

Bidders must submit the following information with their quotation:

- Details of similar projects which the Bidder has carried out during the past five years, including references.
- The CVs and proof of the relevant professional registration of the personnel that will be involved on the project.
- Brief description of the proposed programme of work.
- VAT Registration certificate.
- Tax clearance certificate.
- Company profile
- B-BBEE certificate.

13. CLOSING DATE AND TIME

Quotations shall be submitted by e-mail to **Knysna SCM** office with subject line: **RFQ29/2026/27 Topographical Survey**, not later than the closing time on the closing date for receipt of quotations, as indicated on the cover page of this document.
Late submissions will not be considered.

14. VALIDITY

Quotations shall remain valid for a period of ninety (90) days after the Closing Date.

15. ACCEPTANCE

The Employer's Agent, acting on behalf of the Employer, does not bind itself to accepting the lowest or any quotation received or to furnish reasons for the acceptance or rejection of any quotations.

ANNEXURE A TO SURVEY SPECIFICATION**SCHEDULE OF LAYERS, COLOURS, TEXT HEIGHTS AND TEXT COLOUR**

Layer Name	Description	Layer Colour	Line Colour	Text Height	Text Colour
1. Plans					
Survey Grid	Grid Lines	grey	by layer	2,5	grey
Survey Contour Minor	Minor Contours	grey	by layer	2,5	red
Survey Contour Major	Major Contours	grey	by layer	2,5	red
Survey Roads	Roads, edges kerbs	red	by layer		
Survey Roads Text	Text for roads	red		2,5	by layer
Survey Structures	Structures, walls, fences	yellow	by layer		
Survey Structures Text	Text for structures	red		2,5	by layer
Survey OH Services	Overhead services (power, phone)	yellow	by layer		
Survey OH Service Text	Text OH Services	red		2,5	by layer
Survey UG Services	Underground services (power, phone, water, sewers etc)	yellow	by layer		
Survey UG Service Text	Text for UG Services	red		2,5	by layer
Survey Cadastral	Property boundaries	grey	by layer		
Survey Cadastral Text	Text for cadastral, property descriptions, owners etc.	yellow		2,5	by layer
Survey Earthworks	Earthwork embankments, cuttings	grey	by layer		
Survey Vegetation	Existing trees, cultivations	green	by layer	2,5	red
Survey Vegetation Text	Text for vegetation	yellow		2,5	by layer
Survey Pipe	Proposed pipeline	blue	by layer	5,0	yellow
Survey Bends	Bend point and line peg indicators	green	by layer	3,5	by layer
Survey Elevations	Elevations	green	by layer	2,5	by layer
Survey Points	Points	yellow	by layer		
Survey Triangles	Triangles	blue	by layer		
Survey Pegs	Pegs, Reference points	yellow	by layer	3,5	green
Survey Title	Title blocks, North point, Notes	white	by layer	2,5	yellow

Note:
Text style is to be ROMANS with width factor 0,8

The above colours refer to the following AutoCAD colour numbers:

Colour	Pen	Line weight	Plot Screening
red	N° 1	0,18	100
yellow	N° 2	0,25	100
green	N° 3	0,35	100
cyan	N° 4	0,50	100
blue	N° 5	0,70	100
magenta	N° 6	1,00	100
white	N° 7	0,13	100
dark grey	N° 8	0,10	100
grey	N° 9	0,18	45

THIS RFQ DOCUMENT WILL NOT EXCEED THE AMOUNT OF R300 000-00

NAME OF THE BIDDER:.....

DIRECTOR OF THE COMPANY.....

SIGNATURE:.....

SIGNATURE OF TENDERER.....

DATE:.....

**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**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin= Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) NB: BBBEE Certificate will be applied in order to allocate points for preference.

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

KNYSNA MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

KNYSNA MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
RFQ Number:	
Description:	
in response to the invitation for the RFQ issued by the Knysna Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Supplier):	
That: 1. I have read and I understand the contents of this Certificate; 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder; 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who: (a) has been requested to submit a bid in response to this bid invitation; (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) prices; b) geographical area where product or service will be rendered (market allocation) c) methods, factors or formulas used to calculate prices; d) the intention or decision to submit or not to submit, a bid; e) the submission of a bid which does not meet the specifications and conditions of the bid; or f) bidding with the intention not to win the bid. 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates. 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract. 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.	

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

**NAME
(PRINT)**

SIGNATURE

CAPACITY

DATE

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

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

³Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

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

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

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

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

Version 3.

KNYSNA MUNICIPALITY

CONTRACT DATA

1. DEFINITIONS

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"Fraudulent practice"	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
“Imported content”	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.
“Services”	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“Turnkey”	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
“Written” or “in writing”	means handwritten in ink or any form of electronic or mechanical writing.

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:

No.	Clause	Description
1	1.1.1.5	The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.
2	1.1.1.13	The Defects Liability Period is 12 Months , measured from the date of the Certificate of Completion.
3	1.1.1.14	The time for achieving Practical Completion, calculated from the Commencement Date, is 4 weeks .
4	1.1.1.15	The Employer is the Knysna Municipality.

5	1.1.1.16	The Employer's Agent is Atana (Pty) Ltd represented by an employee duly authorised to do so. <u>Add the following to the clause :</u> Any reference to the term "Engineer" in this Contract shall mean "Employer's Agent" and vice versa.
6	1.1.1.17	Add the following to the clause: Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
7	1.1.1.26	The pricing strategy is Re-measurement.
8	1.1.1.35	Add clause 1.1.1.35: "Cost" means all expenditure reasonably incurred (or to be incurred) on the contract by the Contractor related to the delay, whether on or off the Site, including overhead and similar charges, but does not include profit.
9	1.1.1.36	Add clause 1.1.1.36: WhatsApp or any other form of messaging application such as Telegram, Facebook Messenger etc, shall not constitute written communication. Should a contractually relevant message be sent via WhatsApp or similar it shall be followed by an email stating the same.
10	1.2.1.2	The Employer's address for receipt of communications and notices is: 5 Clyde Street Knysna 6570 Contact Person: Mr Mpumelelo Nzuzo Telephone: (044) 302 6392
11	1.2.1.2	The Employer's Agent's address for receipt of communications and notices is: Atana (Pty) Ltd Suite 101, Bloemhof Building 65 York Street George 6529 Contact Person: Yolandi Meyer Telephone: +27 (0) 87 352 1500 Mobile: +27 (0) 83 579 9820 E-mail: yolandi.meyer@atana.co.za
12	3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing the following functions or duties according to the following Clauses of the General Condition of Contract: New Clause 3.2.3.1 For expenditure on the Contract that exceeds the Contract Sum. Existing Clauses: 3.3.1 Nomination of person as Employer's Agent's Representative. 5.7.2 Night Work. 5.8 Non-working times. 5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). 5.13 Reduction of penalty for delay. 5.14.4 The issue of a Certificate of Completion.

		5.16.1 The issue of a Final Approval Certificate. 6.3 Variations of a value greater than R 20 000 or when any of the contingencies will be utilised. 6.6 Instruction to expend on Provisional and Prime Cost Sums 6.11 Adjustment of General Items & Approval of Claims.
13	3.2.4	Add the following to the clause : The Employer has appointed an independent Health and Safety Agent (HSA) on this Contract in terms of the Construction Regulations, 2014 as promulgated in terms of section 43 of the Occupational Health and Safety Act, 1993. The Contractor shall prepare a Health and Safety Plan in accordance with the Site Specific Health and Safety Specification and submit such to the appointed HSA for legal compliance assessment and verification / approval prior to any works commencing. The Municipalities Occupational Health, Safety Agent will conduct a review of the approved Health and Safety Plan to verify compliance with the Health and Safety Specifications.
14	3.2.5	Add the following additional sub-clause : The Employer's Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.
15	4.3.1	Add the following to the clause : The Contractor shall comply with the : • Basic Conditions of Employment Act, Act No 75 of 1997; • National Environmental Management Act, Act 107 of 1998; • The Basic Conditions of Employment Act, Act No 75 of 1997; • Occupational Health and Safety Act, Act No 85 of 1993; • Construction Regulations 2014; • Health and Safety Specification prepared by the Employer in terms of the Construction Regulations 2014; • Any and all other relevant applicable laws, regulations, statutory provisions and agreements.
16	4.12.2	Notwithstanding the requirements of this clause, the Contractor's appointed Construction Manager shall be solely dedicated to this contract and shall be on site at all times when work is being performed.
17	4.12.4	Add the following new sub-clause: The Contractor shall submit a comprehensive progress report at least 24 hours prior to monthly site meetings. The progress report shall consist of at least the following documents on a monthly basis: • Approved programme indicating the base programme, actual and planned percentage complete of each item including the "time now" line; • A summary of the progress to date; • Updated realistic cash flow; • Any delays encountered or anticipated, including rainfall statistics for the month; • An information required schedule indicating any information or drawings required; • Plant and Labour Report; and Failure to submit the complete progress report will result in a fine of R 1 000 being deducted from the next payment certificate by the Employers Agent.
18	5.3.1	The documentation required before Commencement of the Works are:

		• Health and Safety Plan (Refer to clause 4.3) • Environmental Management Plan • Initial Programme (Refer to clause 5.6) • Insurance (Refer to clause 8.6) • CV of Construction Manager (Refer to clause 4.12) • Letter of Good Standing with the Civil Engineering Bargaining Council
19	5.3.2	The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed in Contract Data clause 5.3.1 to the Employer's Agent for his approval.
20	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Part C4: Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
21	5.1.1 5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Add the following to the clause: Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00. Non-working days are Saturdays and Sundays. Special non-working days are: • Public holidays; • Election day of the local government elections and national elections (when applicable); and • The official year-end holiday up to a maximum of 25 calendar days (including special non-working days). Should the Contractor require or wish to work outside of the above hours, a formal written request must be submitted for approval by the Employer.
22	5.8.1.5	Add the following new sub-clause: The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account.
23	5.12.2.2	Add the following to the clause: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days upon which work on the critical items was prevented,

		exceeds the total number of days calculated in terms of the above allowance and considering the official Contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
24	5.12.2.4	Amend the clause to read as follows: Any disruption which is entirely beyond the Contractor's control except for internal (Contractor's own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.
25	5.12.3	Delete the contents of clause 5.12.3 and replace with the following: If an extension of time is granted, the Contractor shall be paid such proven additional costs including for special non-working days, if applicable, as are appropriate regarding any other compensation which may have already been granted in respect of the circumstances concerned.
26	5.12.5	Add the following to the clause: Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the 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 five normal working days, will be taken into account for the extension of time.
27	5.13.1	The penalty applicable to and be applied against each phased or proportional completion of the Permanent Works as may be specified in terms of the requirements of the Contract Data and Scope of Work." • R 1 000 per calendar day Add the following at the end of Clause 5.13.1: <u>"For non-compliance with submitting EPWP Reports And Labour sheets and ID's, the penalty will be as follows :</u> If the Contractor shall, in terms of Clause 4.10.2, fail to deliver the information (monthly EPWP Report and Labour sheets and ID's) timeously and adequately, the Contractor shall be liable to the Employer for the sum calculated by the Engineer as a penalty for every calendar day which shall lapse between the monthly due date and the actual date of receiving such information. The penalty shall be R 500 per calendar day. <u>For non-compliance with OHS requirements, the penalty will be as follows :</u> Per occurrence – R 1 000-00 Per day after the occurrence until satisfactory remedied in order to meet compliance - R 1000-00 per day.
28	5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer for the following as set out in the Scope of Work: • Installation, and completion of the subsoil drainage system, concrete apron, gabions, reno mattresses, and no open excavations remaining.
29	5.16.3	The latent defect period is 10 years for civil works,

		The latent defects period shall commence on the date of the Final Approval Certificate.
30	6.2.1	Due to the small nature of the works, no security in the form of a performance guarantee will be required. However, retention % as described under Clause 6.10.3 shall be applicable.
31	6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
32	6.8.2	Contract Price Adjustment will not be applicable to this contract
33	6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
34	6.10.1	In subclause 6.10.1 delete "monthly".
35	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
36	6.10.1.7	Add the following to sub-clause 6.10.1.7: ... or any other fines that become due under the Contract.
37	6.10.3	Replace the entire contents of Clause 6.10.3 with the following: Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data. The percentage retention shall be 10% of payments due up to the "Limit of retention money" which shall be 5% of the Contract Sum.
38	6.10.4	Replace the wording "within 28 days" in Clause 6.10.4 with the wording "within 45 days", but will endeavour to pay within 30 days".
39	6.10.4.1	Add the following new sub-clause: The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, together with the monthly statement. Payment to the Contractor will not be certified by the Employer's Agent until the complete EPWP reporting for the specific month is provided. In addition, a fine for late submission of R5 000 per occurrence will be applicable if submitted after the 5th of the month.
40	6.10.6.2	Replace clause 6.10.6.2 with the following new clause: No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
41	8.6.2	The Contractor will pay all premiums in connection with the insurance.
42	8.6.6	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: (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.

		(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R2 000 000 for any one accident. (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. (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R1 000 000. 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.
43	8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.
44	8.6.8	The Employer reserves the right to call for full information regarding such insurances.
45	8.6.9	The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the Employer, produce to the Employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
46	8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the Employer may affect 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.
47	8.6.11	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall (a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Contract; and (b) ensure the compliance of Sub-Contractors with this Contract clause, where applicable. The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.
48	9.1.4	Replace Clause 9.1.4 with the following: Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of time for working days lost as may be approved by the Employer's Agent, and b) will be reimbursed the cost of delay to be agreed with the Employer's Agent. Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a

		certain portion of the Contract, the 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.
49	9.2.1	Delete "or" at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8: 9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time; 9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or 9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
50	10.3.2	(e) Amicable settlement in terms of Clause 10.4 shall be followed for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties.
51	10.5.1	Dispute resolution shall be by ad-hoc adjudication.
52	10.5.3	The number of Adjudication Board Members to be appointed is one (1).
53	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
54		Add the following additional clauses: 1. Details to be confidential The Contractor shall treat the details of the Works in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent. 2. Fine for Health and Safety and / or Environmental non-conformance / non-compliance The Contractor shall be subject to a fine for health and safety and / or environmental non-conformances / non-compliances based on the outcome of the monthly audits as follows: • The first finding of a non-conformance / non-compliance in an audit report is considered as a warning to the Contractor. The Contractor must affect the necessary changes to correct the non-conformance / non-compliance by the date of the following audit. • The second finding of the same non-conformance / non-compliance in any of the succeeding audits are considered as an official non-conformance / non-compliance. • The third finding of the same non-conformance / non-compliance in any of the succeeding audits are considered as a recurring non-conformance / non-compliance and the Contractor may be charged a fine of R 2 000 such non-conformance / non-compliance finding. • Recurring non-conformances / non-compliances do not have to take place consecutively for the fine to be charged. The fine for recurring non-conformance / non-compliance findings will be increased as per the following formula: $f(x) = R\ 2\ 000.00 \times (x - 2)$ where (x) indicates the number of times the same non-conformance / non-compliance has been identified in the audit. The fine will be deducted from the contractors' monthly payment certificates. <u>Example:</u>

Description	Amount (per non-conformance finding)
First finding of non-conformance	$(R\ 2\ 000.00) \times (1 - 2) = R\ 0.00$
Second finding of same non-conformance	$(R\ 2\ 000.00) \times (2 - 2) = R\ 0.00$
Third finding of same non-conformance	$(R\ 2\ 000.00) \times (3 - 2) = R\ 2\ 000.00$
Fourth finding of same non-conformance	$(R\ 2\ 000.00) \times (4 - 2) = R\ 4\ 000.00$
Fifth finding of same non-conformance	$(R\ 2\ 000.00) \times (5 - 2) = R\ 6\ 000.00$

3. Fine for poaching

Poaching of any wildlife and/or livestock by any means within the surrounding area of the Contract will not be tolerated. Furthermore, the Contractor will be fined R20 000.00 per offence. If the guilty individual is caught, he / she shall be permanently removed from the site with immediate effect.