

TENDER NUMBER: T 08 OF 2026/27

SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

ISSUED BY:	PREPARED BY:
Knysna Municipality P O Box 21 KNYSNA 6570 Contact Person: Mr Mpumelelo Nzuzo Tel: 044 302 6300	Bosch Projects (Pty) Ltd P.O. Box 27158 GREENACRES 6057 Contact Person: Mr Alex Erens Tel: 041 363 0598

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

CONTENTS				
NUMBER	HEADING	COLOUR		PAGE NO.
TENDER				
PART T1	TENDERING PROCEDURES			
	T1.1 Tender Notice and Invitation to Tender	Pink	T1-2 – T1-3	2
	T1.2 Tender Data	Pink	T1-4 – T1-15	4
PART T2	RETURNABLE DOCUMENTS			
	T2.1 Returnable Schedules	Yellow	T2-2 – T2-49	31
	T2.2 Additional Returnable Schedules	Yellow	T2-50 – T2-66	79
CONTRACT				
PART C1	AGREEMENTS AND CONTRACT DATA			
	C1.1 Form of Offer and Acceptance	Yellow	C1-2 – C1-5	97
	C1.2a Contract Data (Part 1)	White	C1-6 – C1-16	101
	C1.2b Contract Data (Part 2)	Yellow	C1-17	112
	C1.3 Form of Guarantee (Pro Forma)	White	C1-18 – C1-19	110
	C1.4 Occupational Health and Safety Mandatory Agreement	White	C1-20 – C1-27	116
	C1.5 Disclosure Statement (Pro Forma)	White	C1-28	123
	C1.6 Confirmation of Receipt of Contract (Pro Forma)	White	C1-29	124
	C1.7 Adjudication Board Agreement (Pro Forma)	White	C1-30 – C1-32	125
PART C2	PRICING DATA			
	C2.1 Pricing Instructions	Yellow	C2-2 – C2-5	129
	C2.2 Bill of Quantities	Yellow	C2-6 – C2-38	133
	C2.3 Summary Page of Bill of Quantities	Yellow	C2-39	164.2
PART C3	SCOPE OF WORK	Blue		
	C3.1 Description of the Works	White	C3-2	166
	C3.2 Engineering	White	C3-4	168
	C3.3 Procurement	White	C3-6	170
	C3.4 Construction (Variations and Additions to Standard Specifications)	White	C3-14	178
	C3.5 Management	White	C3-84	248
PART C4	SITE INFORMATION	Green		
	C4.1 Scope	White	C4-2	260

NUMBER	HEADING	COLOUR		PAGE NO.
	C4.2 Geotechnical Investigation	White	C4-2	260
	C4.3 Existing Services	White	C4-2	260

NUMBER	HEADING	COLOUR	PAGE
PART C5	ANNEXURES		
Annexure A	Locality Plan	White	262
Annexure B	Geotechnical Report	White	264
Annexure C	Site Specific Basic Risk Assessment & Site Specific Health & Safety	White	353
Annexure D	Expanded Public Works Programme (EPWP) Reporting Template	White	429
Annexure E	Reduced-scale tender drawings	White	437

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

TENDER
PART 1 (OF 2): TENDERING PROCEDURES

CONTENTS

T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T1.3	Standard Conditions of Tender	White



KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Knysna Municipality hereby invites tenders for Surfacing of Gravel Roads in Sedgefield (Ward 1):

Mbetla Street (440m)

Cul de Sac 1 (30m)

Cul de Sac 2 (30m)

Cul de Sac 3 (40m)

Cul de Sac 4 (40m)

Cul de Sac 5 (30m)

Cul de Sac 6 (30m)

Cul de Sac 7 (30m)

Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.

Technical enquiries relating to the tender documents may be addressed via email to: Zikhona Tyakume, tyakumez@boschprojects.co.za and Supply Chain related queries may be addressed to: Mzwanele Mato, e-mail mmato@knysna.gov.za.

Bidders must have a minimum CIDB Designation of **4 CE or higher**.

A compulsory clarification meeting will be held on **Thursday, 23 July 2026 at 10h00**. The clarification meeting will be an in-person meeting held at Sedgefield Smutsville Community Hall.

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

The closing time for submission of bids is **12:00 on 12 August 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 closing date, it will be accepted that there are no objections to the extension of the bid validity period.

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

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

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

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum overall functionality score of **70 out of 100 points in total for functionality in order to be evaluated further on price and preference points system. Bidders who score less than 60% on two sub-criteria will be eliminated from further evaluation.** 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.

**MR B.M NGUBO
ACTING MUNICIPAL MANAGER
CLYDE STREET
KNYSNA
6570**

T1.2 : TENDER DATA

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

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

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

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

No	Clause	Wording												
1	3.1	The employer is KNYSNA MUNICIPALITY. The Employer's domicilium citandi et executandi (permanent physical business address) is: 5 Clyde Street Knysna, 6570 The Employer's address for communication relating to this project is: <table border="0"> <tr> <td><u>Postal</u></td> <td></td> <td><u>Physical</u></td> </tr> <tr> <td>PO Box 21</td> <td>OR</td> <td>5 Clyde Street</td> </tr> <tr> <td>Knysna</td> <td></td> <td>Knysna</td> </tr> <tr> <td>6570</td> <td></td> <td>6570</td> </tr> </table>	<u>Postal</u>		<u>Physical</u>	PO Box 21	OR	5 Clyde Street	Knysna		Knysna	6570		6570
<u>Postal</u>		<u>Physical</u>												
PO Box 21	OR	5 Clyde Street												
Knysna		Knysna												
6570		6570												
2	3.2	Refer to the CONTENTS of this document for a complete list of tender documents issued by the Employer. <u>The tender document consists of the following one volume:</u> This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data and Pricing Data, the scope of work, site information, annexures and drawings.												
3	3.4	The Employer's agent is: Bosch Projects (Pty) Ltd PO Box 27158, Greenacres, Port Elizabeth, 6057 Contact Person: Mr A Erens Tel: (041) 363 0598 Fax: (041) 363 7646 E-mail: erensa@boschprojects.co.za												
4	4.1	Functionality Criteria Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders. a) CIDB registration 1.1 Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in												

No	Clause	Wording
		accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4CE class of construction work, are eligible to have their tenders evaluated. 2. Joint ventures are eligible to submit tenders provided that: 2.1 Every member of the joint venture is registered with the CIDB; 2.2 The lead partner must have a CIDB grading designation not lower than on level below the required grading designation in the class of construction works under consideration; 2.3 The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for that 4CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel and/or the individual, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Forms T2.2.7 – T2.2.11 of the Returnable Schedules. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed. <u>Contracts Manager (Returnable schedule T2.2.8)</u> Qualification: Relevant Civil Engineering or Built Environment qualification Years of experience: Minimum 5 years (post qualification) as a contracts manager on similar previous projects. <u>Must be registered as Professional Construction Project Manager with SACPCMP or as Professional Engineering Technologist with Engineering Council of South Africa (ECSA).</u> <u>Construction Manager (Returnable schedule T2.2.9)</u> Qualification: Relevant NQF 6 relevant Civil Engineering or Built Environment qualification Years of experience: Minimum 5 years (post qualification) as a construction manager on similar previous projects. <u>Must be registered as Professional Construction Project Manager with SACPCMP or as Professional Engineering Technician with Engineering Council of South Africa (ECSA).</u> <u>Foreman (Returnable schedule T2.2.10)</u> Qualification: NQF 5 Qualification Years of experience: Minimum 5 years as a foreman on similar previous projects. <u>Health and Safety Officer (Returnable schedule T2.2.11)</u> Qualification: Registered as a CHSO or higher with SACPCMP, no candidate registrations will be considered.

No	Clause	Wording
		Years of experience: Minimum 5 years as a Health and Safety Officer on similar previous projects. <i>Refer to Annexure C of this document for Health and Safety officer requirements.</i> The Curriculum Vitae's (CV's) and qualification are to be attached to returnable schedules T2.2.8 to T2.2.11. c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered. d) Compliance with Compensation for Occupational Injuries and Diseases Act (COID) Tenderers, or in the event of a joint venture each member of the joint venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered. e) SARS tax compliance Tenderers, or in the event of a joint venture each member of the joint venture, shall be tax compliant at time of tender close. Tenderers who become non-compliant during the tender validity period, shall become compliant within 10 working days of the date of being notified. Tenders received from such tenderers who are not tax compliant at the closing date for tender submissions or who are not tax compliant within 10 working days of being notified, will not be considered. f) Municipal Rates Tenders or any of its directors, partners or principals is not in arrears for more 3 months, or who fails to make suitable arrangements to settle the arrears, with the municipality rates and taxes and municipal service charges shall not be eligible to submit tender offer. If the tender amount is expected to be more than R10m the period for arrears reduces to one month. g) Functionality Tenderers shall receive a minimum of 70 functionality points of the available 100 to be deemed eligible. Scoring of functionality: To help in risk determination functionality will be scored, but the scores will not contribute to procurement points. Functionality points (N_Q) will be awarded according to criteria below. A minimum functionality score of 70 out of 100 points is required for the tender to be deemed eligible.

No	Clause	Wording																				
		N_Q = (Q₁ + Q₂ +Q₃ + Q₄ + Q₅ + Q₆ + Q₇ +Q₈): where N_Q is the total number of tender evaluation points awarded for the functionality (max 100); Q₁ is the points scored for tenderer’s experience on similar (Upgrade of Formal and Informal Roads and Gravel Roads to Surfacing Standards (asphalt/seal/block paving) in Exiting Residential Areas) previous projects, completed successfully in the last 10 years (max 20); Note: <u>Regravelling, Overlays, Routine Road Maintenance, Upgrade of Rural Roads will not qualify.</u> Points will be awarded for the Tenderer’s experience in successful completion of similar previous projects <table><tr><td>1 project</td><td>= 3 points</td></tr><tr><td>2 projects</td><td>= 6 points</td></tr><tr><td>3 projects</td><td>= 9 points</td></tr><tr><td>4 projects</td><td>= 12 points</td></tr><tr><td>5 or more projects</td><td>= 15 points</td></tr></table> Bidders must submit <u>completion certificates</u> per project to claim points. Completion Certificates must clearly reflect the value of the project. The value of the project must be equivalent to or above the value of R 3.5 million. Completion certificate must be accompanied by Final Payment Certificate or Proof of Final Completion Value. Tenderers must complete the relevant returnable schedules (T2.2.12) to be eligible for scoring of the relevant points. Q₂ The points scored for the experience and qualifications, and Registered as Construction Project Manager with SACPCMP or Registered with ECSA as Professional Engineering Technologist and has 5 years’ experience as Contracts Manager, permanently designated for the project (max 15); Points will be awarded for the Contract Manager’s experience in successful completion of similar previous projects on similar (Upgrade of Formal and Informal Roads and Gravel Roads to Surfacing Standards (asphalt/seal/block paving) in Exiting Residential Areas). <table><tr><td>1 project</td><td>= 3 points</td></tr><tr><td>2 projects</td><td>= 6 points</td></tr><tr><td>3 projects</td><td>= 9 points</td></tr><tr><td>4 projects</td><td>= 12 points</td></tr><tr><td>5 or more projects</td><td>= 15 points</td></tr></table>	1 project	= 3 points	2 projects	= 6 points	3 projects	= 9 points	4 projects	= 12 points	5 or more projects	= 15 points	1 project	= 3 points	2 projects	= 6 points	3 projects	= 9 points	4 projects	= 12 points	5 or more projects	= 15 points
1 project	= 3 points																					
2 projects	= 6 points																					
3 projects	= 9 points																					
4 projects	= 12 points																					
5 or more projects	= 15 points																					
1 project	= 3 points																					
2 projects	= 6 points																					
3 projects	= 9 points																					
4 projects	= 12 points																					
5 or more projects	= 15 points																					

No	Clause	Wording																				
		A CV listing similar project experience, and copies of qualification(s) must accompany the bid in order to claim points. A minimum of 5 years' (post qualification) experience as a contracts manager is required. No relevant qualification will result in a score of 0. Tenderers must complete the relevant returnable schedules (T2.2.8) to be eligible for scoring of the relevant points. Q₃ is the points scored for the qualification, NQF 6 qualification and Registered as Construction Manager with SACPCMP or Registered with ECSA as Professional Engineering Technician and has 5 years' experience as the Construction Manager / Site Agent, permanently designated for the project (max 10); Points will be awarded for the Construction Manager's experience in successful completion of similar previous projects on similar (Upgrade of Formal and Informal Roads and Gravel Roads to Surfacing Standards (asphalt/seal/block paving) in Exiting Residential Areas). <table><tr><td>1 project</td><td>= 2 points</td></tr><tr><td>2 projects</td><td>= 4 points</td></tr><tr><td>3 projects</td><td>= 6 points</td></tr><tr><td>4 projects</td><td>= 8 points</td></tr><tr><td>5 or more projects</td><td>= 10 points</td></tr></table> A CV listing similar project experience, and copies of qualification(s) must accompany the bid in order to claim points. A minimum of 5 years' experience (post qualification) as a construction manager is required. No relevant qualification will result in a score of 0. Tenderers must complete the relevant returnable schedules (T2.2.9) to be eligible for scoring of the relevant points. Q₄ is the points scored for the qualification, NQF 5 qualification and minimum 5 years' experience (post qualification) as Foreman, permanently designated for the project (max 5); Points will be awarded for the Foreman's experience in successful completion of similar previous projects on similar (Upgrade of Formal and Informal Roads and Gravel Roads to Surfacing Standards (asphalt/seal/block paving) in Exiting Residential Areas). <table><tr><td>1 project</td><td>= 1 points</td></tr><tr><td>2 projects</td><td>= 2 points</td></tr><tr><td>3 projects</td><td>= 3 points</td></tr><tr><td>4 projects</td><td>= 4 points</td></tr><tr><td>5 or more projects</td><td>= 5 points</td></tr></table>	1 project	= 2 points	2 projects	= 4 points	3 projects	= 6 points	4 projects	= 8 points	5 or more projects	= 10 points	1 project	= 1 points	2 projects	= 2 points	3 projects	= 3 points	4 projects	= 4 points	5 or more projects	= 5 points
1 project	= 2 points																					
2 projects	= 4 points																					
3 projects	= 6 points																					
4 projects	= 8 points																					
5 or more projects	= 10 points																					
1 project	= 1 points																					
2 projects	= 2 points																					
3 projects	= 3 points																					
4 projects	= 4 points																					
5 or more projects	= 5 points																					

No	Clause	Wording																
		A CV listing similar project experience, and copies of qualification(s) must accompany the bid to claim points. A minimum of 5 years’ experience as a foreman is required Tenderers must complete the relevant returnable schedules (T2.2.10) to be eligible for scoring of the relevant points. Q₅ is the points scored for the qualification and Minimum 5 years as a Health and Safety Officer, permanently designated for the project and registered as a CHSO or higher with SACPCMP (max 5); Points will be awarded for the Health and Safety Officer’s experience in successful completion of previous projects (Upgrade of Formal and Informal Roads and Gravel Roads to Surfacing Standards (asphalt/seal/block paving) in Exiting Residential Areas). <table><tr><td>1 project</td><td>= 1 points</td></tr><tr><td>2 projects</td><td>= 2 points</td></tr><tr><td>3 projects</td><td>= 3 points</td></tr><tr><td>4 projects</td><td>= 4 points</td></tr><tr><td>5 or more projects</td><td>= 5 points</td></tr></table> A CV listing relevant project experience, and copies of qualification(s) must accompany the bid in order to claim points. Tenderers must complete the relevant returnable schedules (T2.2.11) to be eligible for scoring of the relevant points. Q₆ is the points scored for the financial capacity of the tenderer (max 30); Access to a financial facility of: <table><tr><td>Bank Rating C & Below</td><td>= 0 points</td></tr><tr><td>Bank Rating B</td><td>= 18 points</td></tr><tr><td>Bank Rating A</td><td>= 30 points</td></tr></table> This shall mean access to a financial facility, to be used as working capital, until such time that all milestones can be reached to warrant a claim from the Employer. The Employer reserves the right to request for this information at the award of contract. <u>The contract value referred to incorporates the full project cost/offer. Bank Rating that does not reflect a value or that is less than tender offer will be scored Zero.</u> The Tenderer is to attach a letter of proof from an accredited financial institution to returnable schedule T2.2.1.	1 project	= 1 points	2 projects	= 2 points	3 projects	= 3 points	4 projects	= 4 points	5 or more projects	= 5 points	Bank Rating C & Below	= 0 points	Bank Rating B	= 18 points	Bank Rating A	= 30 points
1 project	= 1 points																	
2 projects	= 2 points																	
3 projects	= 3 points																	
4 projects	= 4 points																	
5 or more projects	= 5 points																	
Bank Rating C & Below	= 0 points																	
Bank Rating B	= 18 points																	
Bank Rating A	= 30 points																	

No	Clause	Wording																		
		Q7 is the points scored for plant and/or equipment owned by the tenderer, and which will be available for the projects, should the tenderer be successful (max 5): Supply of e-Natis documents accompanied by vehicle discs will qualify the bidder to claim points. Failure to supply e-Natis documents will lead to zero points scored. All vehicle discs must not be more that 1 year old. Old vehicle discs will be disqualified. <table><tr><td>Motorized grader</td><td>= 2 points</td></tr><tr><td>Water truck</td><td>= 2 points</td></tr><tr><td>Steel drum roller (10ton minimum)</td><td>= 2 points</td></tr><tr><td>TLB</td><td>= 2 points</td></tr><tr><td>Pedestrian roller</td><td>= 2 points</td></tr><tr><td>Total</td><td>= 10 points</td></tr></table> If the contractor does not own some or any of the plant listed above, and chooses to hire some or all of the required plant, <u>the list of the hired plant must be accompanied by supply of e-Natis documents proof of ownership for offroad plant.</u> This will qualify the bidder to claim points, additionally the points for hired plant will only be allocated if an original Letter of Intent from a registered Plant Hire Company is attached. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be <u>unqualified and certified by a Registered Commissioner of Oaths and supply of e-Natis documents and proof of ownership for offroad plant. Uncertified letter of intent will lead to zero points scored.</u> All plant and proof referred to above shall be attached to returnable schedule T2.1.21 Q8 is the points scored for Contractor Certification for ISO 9001 Quality Assurance Systems, should the tenderer be successful (max 10): <table><tr><td>No ISO 9001 Certification/No QMS Plan</td><td>= 0</td></tr><tr><td>Non-accredited Quality Assurance System Plan</td><td>= 6 points</td></tr><tr><td>Accredited ISO 9001 Certification</td><td>= 10 points</td></tr></table> Service Provider Quality Management plan or system evidence by providing proof of ISO certification or proof of quality management system deployed within the organization. Valid ISO 9001 Certification or Proof of the Quality Management System that the Company has been put in place. <u>Failure to supply ISO 9001 Certificate or Company QMS will lead to a score of Zero.</u> The relevant proof to be attached to returnable schedule T2.2.13. Tenderers must achieve a minimum overall functionality score of 70 out of 100 points in total for functionality in order to be evaluated further on price and preference points system. Bidders who score	Motorized grader	= 2 points	Water truck	= 2 points	Steel drum roller (10ton minimum)	= 2 points	TLB	= 2 points	Pedestrian roller	= 2 points	Total	= 10 points	No ISO 9001 Certification/No QMS Plan	= 0	Non-accredited Quality Assurance System Plan	= 6 points	Accredited ISO 9001 Certification	= 10 points
Motorized grader	= 2 points																			
Water truck	= 2 points																			
Steel drum roller (10ton minimum)	= 2 points																			
TLB	= 2 points																			
Pedestrian roller	= 2 points																			
Total	= 10 points																			
No ISO 9001 Certification/No QMS Plan	= 0																			
Non-accredited Quality Assurance System Plan	= 6 points																			
Accredited ISO 9001 Certification	= 10 points																			

No	Clause	Wording
		less than 60% on <u>two sub-criteria</u> will be eliminated from further evaluation.
	4.2	Cost of Tendering Add the following to the Clause: "Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer's Agent."
6	4.3	Check Document Amend the Clause to read: ".....and notify the Employer's Agent of any discrepancy....." Bidders must examine the tender documents upon receipt to ensure that all pages and drawings (if applicable) are included, and are to report any missing pages or drawings. Bidders must report illegible or indistinct drawings, errors or ambiguities in the specifications, bill of quantities and drawings and any contradictions between the specifications, bill of quantities and drawings in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in or omissions from the bid document shall contact the Employer or Employer's Agent immediately.
7	4.6	Acknowledging Addenda Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
8	4.7	Clarification Meeting A compulsory clarification meeting will be held on Thursday, 23 July 2026 at 10h00 . The clarification meeting will be an in-person meeting held at Sedgefield Smutsville Community Hall or Sportsfield. No person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s is more than fifteen (15) minutes late.
9	4.11	Alterations to Document Add the following to the Clause: "In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration." Correction fluid shall not be used in the Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered. The Employer will reject and classify the tender <u>non-responsive</u> if corrections are not made in accordance with the above."
10	4.12	Alternative Tender Offers No alternative offers will be considered.
11	4.13. 4.13.1	Submitting a Tender Offer Each Tenderer is required to return the following:

No	Clause	Wording
		1. The completed original tender document in hardcopy, clearly marked as ORIGINAL, including drawings in A4 size (Annexure E), with all the required information duly completed in non-erasable ink in all respects. Annexures A to D may be excluded. The original Bill of Quantities, or a printed copy of the completed electronic Bill of Quantities that was provided in Microsoft Excel format, and the original Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the contract for which a tender is submitted. 2. One separate copy of the completed tender document, in hardcopy, clearly marked as COPY. 3. A scanned electronic copy of the entire completed tender document to be submitted in .pdf format on a flash drive (USB Memory Stick). This submission to include the completed Microsoft Excel BOQ reflecting the hard copy BoQ submitted as part of the Form of Offer.
12	4.13.2	Add the following to the clause: "Only authorised signatories may sign the original tender offer where required in terms of 4.13.2 The tenderer shall accept that failure to submit proof of authorisation to sign the tender, shall result in the Tender Offer being regarded non-responsive."
13	4.13.5	Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Employer's address. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Knysna Municipality, Supply Chain Management Unit Physical address: Finance Building, Queen Street Knysna Identification details: Place the signed original tender offer in a package marked TENDER T 08 OF 2026/27: SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)
14	4.13.6	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.
15	4.14	Information and Data to be Completed in all Respects Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as

No	Clause	Wording
		to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Schedules. Accept that the Employer is restricted in accordance with clause 5(1) (g) and (h) of the Constructions Regulations, 2014, to ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures and whom he is satisfied has the necessary competencies and resources to carry out the construction work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”
16	4.15	Closing Time The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
17	4.16	Tender Offer Validity The tender offer validity period is 180 days. If the expiry date coincides with a Saturday, Sunday or public holiday, the validity will expire at close of business on the first working day following the non-working or special non-working day. Bids must remain valid for a period of 180 days after the closing date of the bid. Notwithstanding the period 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 closing date, it will be accepted that there are no objections to the extension of the bid validity period.
18	4.16.1	Modify the clause to read: “If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. Such a condition will exclude the tenderer to extend his tender validity by increasing the contract price by any amount.”
19	4.23	Add the following new clause: Joint Venture In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”
20	4.24	Add the following new clause: “Accept that the Employer is prohibited from awarding a tender to a) a person who is in the service of the state; or b) a person that is not a natural person; or c) an entity of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

No	Clause	Wording
		d) a person who is an advisor or consultant contracted with the municipality or municipal entity. “In the service of the state” means to be a) a member of: any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; b) a member of the board of directors of any municipal entity; c) an official of any municipality or municipal entity; d) an employee of any national or provincial department; e) a provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 - Returnable Documents must be completed.”
21	4.25	Add the following new clause: “Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2,000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 4.24), or has been in the service of the state in the previous twelve months, including a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 - Returnable Schedules must be completed in full and signed.”
22	4.26	Add the following new clause: “Remuneration” The Tenderer accepts that the successful Tenderer including his/her subcontractors and QSE’s or EME’s shall pay his/her workers a remuneration not less than R41,72 per hour or the Bargaining Council for the Civil Engineering Industry (BCCEI) ruling rate for that particular period, failing which the Municipality reserves the right to terminate the Contract if such condition is not being met.
23	4.27	Add the following new clause: “Additional conditions of bid”

No	Clause	Wording
		1. The Employer/Employer's agent may also request that the Tenderer provides written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bid document shall be submitted as a whole and shall not be taken apart.
24	5.4	The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.
25	5.6	Canvassing Add the following new clause: Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. "No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."
26	5.8	Test for Responsiveness The Tenderer is required to submit with his tender all returnable schedules. No Tenderer will be allowed to submit documentation or sign any of the schedules after the tender has closed. Failure to complete and submit: • Returnable Schedules for Tender Evaluation Purposes T2.1.1 to T2.1.23 may result in the tender being declared non-responsive. • Returnable Schedules for Preference Scoring Purposes T2.1.7 to T2.1.9 will result in the Tenderer scoring zero points for preference. • Returnable Schedules for Functionality Scoring Purposes T2.2.1 to T2.2.14 will result in the Tenderer scoring zero points for functionality.
27	5.11	Evaluation of Tender Offers Tenders will be evaluated in terms of the Knysna Municipality's latest Supply Chain Management Policy as adopted by the Council. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and Associated Regulations. The method for the evaluation of responsive tenders shall be Method 2: Functionality, Price and Preference as described under Clause 5.11.3 The minimum number of points for functionality is 70 out of 100 points, Tenders that score less than the minimum will be rejected and not considered

No	Clause	Wording
		further. The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum overall functionality score of 70 out of 100 points in total for functionality in order to be evaluated further on price and preference points system. Bidders who score less than 60% on two sub-criteria will be eliminated from further evaluation. The 80/20 Preference Point System will be applied where a maximum of 80 (Eighty) tender adjudication points will be awarded for price and a maximum of 20 (Twenty) points for B-BBEE Status Level of Contribution. Refer to returnable schedule T2.1.9
28	5.11.3	Functionality Scoring 1) Functionality will be scored by a minimum of three Bid Evaluation Committee members appointed by the Employer. The score of each of the criteria by each evaluator will be averaged and the average scores will be totalled to obtain the total score for quality. 2) The functionality scoring criteria and maximum score in respect of each of the criteria is stipulated in (Clause 4.1) 3) Tenderers are to complete returnable schedules T2.2.1 to T2.2.13 4) Failure to submit the relevant returnable will result in zero score for that particular category. <u>Amend paragraph (d) to read:</u> Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tenderer who scores the highest total number of points. <u>Amend paragraph 5) (d) to read:</u> Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tenderer who scores the highest total number of points.
29	5.11.7	Delete the contents of 5.11.9 and replace with the following: The method for calculating functionality points is as per No 4 (Clause 4.1) of the Tender Data.
30	5.13	Tender offers will only be accepted if: g) The Tenderer is registered with the Construction Industry Development Board in an appropriate Contract grading designation; h) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; i) The Tenderer has not: i) abused the Employer's Supply Chain Management System; or

No	Clause	Wording
		ii) failed to perform on any previous contract and has been given a written notice to this effect; j) The Tenderer has completed all returnable schedules and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; k) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The Form of Offer and Acceptance is correctly completed and signed; m) A Tenderer who is not in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality." If the tender amount is expected to be more than R 10 million, the period for arrears reduces to one month. Failure to comply with one or more of the above requirements will result in the Tenderer's offer being declared non-responsive.
31	5.17	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
32	5.20	Add the following new clause: "Employment Contracts" Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.
33	5.21	Add the following new clause: The additional conditions of tender are: - Financial Audit The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. - Previous Work Experience The tenderer is to provide: - Proof of completion of similar scope of works, and contract value of R3.5 million or higher. Attached to returnable schedule T2.2.12 - EME Subcontractor(s) Involvement The Tenderer accepts that 25% of the value of work must be subcontracted to Local Emerging Micro Enterprises (EME's) - Remuneration of Labour

No	Clause	Wording
		The Tenderer accepts that the successful Tenderer including his/her subcontractors and QSE's or EME's shall pay his/her workers a remuneration not less than R41,72 per hour or the Bargaining Council for the Civil Engineering Industry (BCCEI) ruling rate for that particular period, failing which the Municipality reserves the right to terminate the Contract if such condition is not being met. 5. Employment Contracts Accepted that successful tenderer including his/her subcontractors and QSE's or EME's shall be obliged to conclude employment contacts with their employees and ensure that their subcontractors conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the Contract.

KNYSNA MUNICIPALITY

TENDER NO. T 08 OF 2026/27

SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

TENDER

PART 2 (OF 2) : RETURNABLE SCHEDULES

CONTENTS

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

T2.1 : RETURNABLE SCHEDULES

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

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.		
T 2.1.1	Authority of Signatory	Tick if completed and submitted
T 2.1.2	Payments of Municipal Accounts (MBD 15)	Tick if completed and submitted
T 2.1.3	Valid Tax Clearance	Tick if completed and submitted
T 2.1.4	Proof of Registration with Central Supplier Database	Tick if completed and submitted
T 2.1.5	Business Registration Documents	Tick if completed and submitted
T 2.1.6	VAT Registration Certificate	Tick if completed and submitted
T 2.1.7	Broad Based Black Economic Empowerment (BBBEE) Certificate	Tick if completed and submitted
T 2.1.8	Joint Venture (JV) Agreement	Tick if completed and submitted
T 2.1.9	Form MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Tick if completed and submitted
T 2.1.10	Status of Concern Submitting Tender	Tick if completed and submitted
T 2.1.11	Proof of Registration with the Construction Industry Development Board (<i>in the applicable category or higher</i>)	Tick if completed and submitted
T 2.1.12	Declaration of Interest in Tender of Persons in Service of the State (MBD 4)	Tick if completed and submitted
T 2.1.13	Compulsory Enterprise Questionnaire (MBD 4)	Tick if completed and submitted
T 2.1.14	Declaration of Tenderer's Past Supply Chain Management (SCM) Practices (MBD 8)	Tick if completed and submitted
T 2.1.15	Declaration Concerning Fulfillment of the Construction Regulations, 2014	Tick if completed and submitted
T 2.1.16	Certificate of Independent Bid Determination (MBD 9)	Tick if completed and submitted
T 2.1.17	Declaration of Indemnity	Tick if completed and submitted
T 2.1.18	Record of Addenda to Tender Documents	Tick if completed and submitted
T 2.1.19	Proposed Amendments	Tick if completed and submitted
T 2.1.20	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed and submitted
T 2.1.21	Schedule of Plant and Equipment	Tick if completed and submitted
T 2.1.22	Schedule of Proposed Subcontractors	Tick if completed and submitted
T 2.1.23	Certificate of Attendance at Compulsory Clarification Meeting	Tick if completed and submitted

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

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

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

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

T2.1.1 : AUTHORITY OF SIGNATORY

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

A Company	B Partn ership	C Joint Venture	D Sole Proprietor	E Close Corpor ation

A. Certificate for Company

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

As witnesses :

1. Chairperson :
2. Date :

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

NOTE:

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

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

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

C. Certificate for Joint Venture and Consortia

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses :

1.		Signature :	Sole owner	:	
2.		Date :		:	

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

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

T2.1.2 : PAYMENT OF MUNICIPAL ACCOUNTS (MBD 15)**KNYSNA MUNICIPALITY
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES****(To be signed in the presence of a Commissioner of Oaths)****I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:****(name of the enterprise)**

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

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

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

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER**MUNICIPAL ACCOUNT NUMBER****FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

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

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

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

MBD 15

Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and			
I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.			
NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

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

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

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

T2.1.3 : VALID TAX CLEARANCE

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

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

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

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

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

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

Signed Date

Name Position

Tenderer

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

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

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

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

Name of Contractor :

Central Supplier Database Number :

Supplier Commodity :

Delivery Location :

T2.1.5 : BUSINESS REGISTRATION DOCUMENTS

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

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

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

Signed by Tenderer

T2.1.6 : VAT REGISTRATION CERTIFICATE

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

Signed by Tenderer

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

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

Signed Date

Name Position

Tenderer

T2.1.8 : JOINT VENTURE (JV) AGREEMENT

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

Signed by Tenderer

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

1

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

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

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) **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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
L 1	N/A	20	N/A	
L 2	N/A	18	N/A	
L 3	N/A	14	N/A	
L 4	N/A	12	N/A	
L 5	N/A	8	N/A	
L 6	N/A	6	N/A	
L 7	N/A	4	N/A	
L 8	N/A	2	N/A	
Non-compliant contributor	N/A	0	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

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

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

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

2. Information To Be Provided

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

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

Note:

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

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

(Make an X in the appropriate space below)

Yes

No

Registration number:

.....

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

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

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

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

SignedDate

Name.....Position

Tenderer

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

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

(Tick)

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

If so, state particulars:

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

.....

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

(Tick)

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

If so, state particulars:

.....

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

(Tick)

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

If so, state particulars:

.....

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

(Tick)

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

If so, state particulars:

.....

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

(Tick)

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

If so, state particulars:

.....

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

Signed Date

Name..... Position

Tenderer

T2.1.13 : COMPULSORY ENTERPRISE QUESTIONNAIRE (MBD 4)

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

Section 1:..... **Name of enterprise:**

Section 2: **VAT registration number, if any:**

Section 3:.....**CIDB registration number, if any:**

Section 4:.....**Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

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

Signed Date

Name Position

Tenderer

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

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

ITEM	QUESTION	RESPONSE (TICK)	
	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	Yes	
		No	
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	
		No	
	If so, furnish particulars:		

4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	
		No	
If so, furnish particulars:			
4.4	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	
		No	
If so, furnish particulars:			
4.5	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	Yes	
		No	
If so, furnish particulars:			

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

Signed

Date

Name

Position

Tenderer

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

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

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

- 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:	
.....	
.....	
.....	
.....	
.....	
.....	

- 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):

.....

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

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

(Tick)

YES	
NO	

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

1.

ID NO:

(Name in Print):

2.

ID NO:

(Name in Print):

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

I, the undersigned, in submitting the accompanying bid:

.....

(Contract number and title)

In response to the invitation for the bid made by:

.....

(Name of Municipality)

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

I certify, on behalf of:, that:

(Name of bidder)

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

- c) Methods, factors or formulas used to calculate prices
 - d) The intention or decision to submit or not to submit, a bid;
 - e) The submission of a bid which does not meet the specifications and conditions of the bid;
or
 - f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- *Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition act no. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the prevention and combating of Corrupt Activities Act no. 12 of 2004 or any other applicable legislation.

Signed Date

Name..... Position.....

Tenderer

T2.1.17 : DECLARATION OF INDEMNITY

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

Contract number :

Contract description :

:

:

:

Full name and Surname: Signature:

Place: Date:

Capacity:

For and on behalf of:

To completed by a Commissioner of Oath:

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

Full Name and Surname of Commissioner of Oath:

ID number:

Signature:

T2.1.18 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

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

Signed Date

Name Position

Tenderer

T2.1.19 : PROPOSED AMENDMENTS

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

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

Page	Clause or item	Proposal

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

Signed Date

Name Position

Tenderer

**T2.1.20: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE
TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**
*(Organs of State include any Local, Provincial or National Government
Authority)*

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

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

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

Signed Date

Name Position

Tenderer

T2.1.21: SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

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

Signed Date

Name..... Position

Tenderer

T2.1.22: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

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

Signed Date

Name Position

Tenderer

T2.1.23: CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

.....

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

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

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

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

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

Particulars of person attending the clarification meeting:

Name Signature

Capacity

Name Signature

Capacity

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

Name Signature

Capacity Date & Time

.....

T2.2.1: FINANCIAL REFERENCES

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

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

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2.2: ESTIMATED MONTHLY CASH-FLOW

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

Payment Certificate No.	Amount (VAT Included)					Cumulative cash flow
	a	b	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+ h	
6			etc		etc	
7						
8						
9						
10						
11						
12						
Maximum negative cash flow: take the largest negative number in the last column and write it here						

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

.....

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

Signed Date

Name Position

Tenderer

T2.2.3: PERSONNEL SCHEDULE

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

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

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

T2.2.4 : PRELIMINARY PROGRAMME OF THE WORKS

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

Signed by Tenderer

T2.2.5 : COMPANY PROFILE

The tenderer must attach to this page the company profile.

Signed by Tenderer

T2.2.6 : CONTRACT ORGANOGRAM

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

Signed by Tenderer

T2.2.7 : KEY PERSONNEL ASSIGNED TO THE CONTRACT

Curriculum vitae (CV) and certified qualifications must be submitted for each of the key personnel proposed in the table below. The CV must specifically include the qualifications, years of experience, courses completed and experience in construction contracts of a similar value and higher and nature. Contactable referees must also be provided. Failure to attach relevant qualifications and registration certificates will lead to zero points being scored.

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

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

* - To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

T2.2.8 : DETAILS OF CONTRACTS MANAGER

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

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

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

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

Signed by Tenderer

T2.2.9 : DETAILS OF CONSTRUCTION MANAGER

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

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

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

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

Signed by Tenderer

T2.2.10 : DETAILS OF GENERAL FOREMAN

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

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

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

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

Signed by Tenderer

T2.2.11 : DETAILS OF HEALTH AND SAFETY OFFICER

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

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

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

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

Signed by Tenderer

T2.2.12 : COMPANY TRACK RECORD

The Tenderer shall attach hereto a Company Track Record of roads construction projects of a similar scope, size and nature completed in the past 10 years with a minimum award value of R 3 500 000.00. The Tenderer shall state details of the Contract as stipulated in the table below, as well as referee names and contact details, and shall provide a certificate of completion for each project listed.

EMPLOYER (Name, Tel No, e-mail)	CONSULTING ENGINEER (Name, Tel No, e-mail)	NATURE OF WORK / PROJECT TYPE	CONTRACT VALUE (Min of R3,5mill)	YEAR COMPLETE D (After June 2015)

Signed by Tenderer

T2.2.13 : PRELIMINARY QUALITY ASSURANCE PLAN

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

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

- a) The proposed internal quality management procedures pertaining to the Works and including aspects such as:
 - Design
 - Drawing
 - Control and tracking of the Contractor's Documents
 - Setting out of the works
 - Managing access on the site
 - Earthworks for roadworks
 - Roadbed preparation
 - Construction of subgrade layers
 - Construction of subbase layer
 - Construction of basecourse layers
 - Construction of interlocking concrete paving
 - Construction of sunken, mountable and barrier precast concrete kerbing
 - Stormwater pipes and channels
 - Accommodation of traffic
- b) This plan must address the Tenderer's plans for completing the Works within the specified Time for Completion, paying particular attention to:
 - i) Managing of Targeted Enterprise and other subcontractors
 - ii) The sequencing of the Works in terms of the requirements of C3.5: Project Specifications.

Signed by Tenderer

T2.2.14 : LETTER OF GOOD STANDING WITH COMPENSATION FUND

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

Signed by Tenderer

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

CONTRACT PART C1 (OF 4) : AGREEMENT AND CONTRACT DATA
--

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

C1.1: FORM OF OFFER AND ACCEPTANCE

1 OFFER

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

CONTRACT NO. T 08 OF 2026/27: SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

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

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

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

.....
.....Rand (in words);

R.....(in figures)

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

For and on behalf of the Tenderer:

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

Name(s)

Capacity of authorized agents:

Name and address of organization:

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

Witness:
(Name)

.....
(Signature)

Date:

2 ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

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

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

For and on behalf of the Employer:

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

Name(s)

Capacity **Municipal Manager**

Name and address of organization:

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

Witness:
(Name)

.....
(Signature)

Date:

3 SCHEDULE OF DEVIATIONS

Notes:

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

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

1. Subject

Details
2. Subject

Details
3. Subject

Details
4. Subject

Details
5. Subject

Details

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

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

For and on behalf of the Tenderer:

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

Name(s)

Capacity of authorized agents:

Name and address of organization:

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

Witness:
(Name)

.....
(Signature)

Date:

For and on behalf of the Employer:

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

Name(s)

Capacity **Municipal Manager**

Name and address of organization:

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

Witness:
(Name)

.....
(Signature)

Date:

C1.2a: CONTRACT DATA (PART 1)

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 applicable to this contract and is obtainable from 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:

No.	Clause	Description
1	1.1.1.2	Add the following to the clause : "Any reference to the term "Schedule of Quantities" and "Pricing Schedule" in this Contract shall mean "Bill of Quantities" and vice versa.
2	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, unless otherwise agreed.
3	1.1.1.1 3	Defects Liability Period The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion.
4	1.1.1.1 4	Due Commencement Date The time for achieving Practical Completion is 6 months , including all non-working times as described in Contract Data No. 21 (Clause 5.8.1 calculated from the Commencement Date.
5	1.1.1.1 5	Employer Name of Employer is: KNYSNA MUNICIPALITY.
6	1.1.1.1 6	Employer's Agent The Employer's agent is BOSCH PROJECTS (PTY) LTD represented by an employee authorised to do so. Add the following to the clause: Any reference to the term "Engineer" in this Contract shall mean "Employer's Agent" and vice versa.
7	1.1.1.1 7	Employer's Agent Representative 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
8	1.1.1.2 6	Pricing strategy The pricing strategy is: Re-measurement Contract.
9	1.1.1.3 5	Add the following additional definition to Clause 1.1: "Cost" means all expenditure reasonable incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

8040/001/2040

No.	Clause	Description
14	3.2.5	Suspension Add the following sub- clause: The Employers Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.
15	4.3.1	Compliance with Applicable Laws Add the following to the clause: The contractor shall comply with: • The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002. • National Environmental Management Act (NEMA), Act 107 of 1998 • Occupational Health and Safety Act, Act No. 85 of 1993. • Construction Regulations, 2014. • Site specific health & Safety Specification and Baseline risk assessment prepared by the Employer in terms of the construction regulations 2014. • Any and all other relevant & applicable laws, regulations, statutory provisions and agreements.
16	4.3.3	Contractor's Designer Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
17	4.12.2	Contractors Superintendence The contractors appointed Construction Manager and General Foreman shall be on site at all times when work is being performed. The SACPCMP registered Health and Safety Officer must visit site at least weekly. A health and safety representative must also be appointed and shall be on site at all times when work is being undertaken.
18	4.12.4	Progress Reports Add the following new sub- clause: The Contractor shall submit a comprehensive progress report at least 48 hours prior to the monthly site meetings. The progress report shall consist of at least the following documents: • Approved programme indicating the base programme, actual and planned percentage complete of each item including the "time now" line; • A summary of the progress to date; • Updated realistic cash flow;

No.	Clause	Description
		- Any delays encountered or anticipated, including rainfall statistics for the month; - An information required schedule indicating any information or drawings required; - Plant and Labour Report; - and EME progress.
19	5.3.1	Commencement of the Works The documentation required before Commencement of the Works is carried out: - Health and Safety Plan (Refer to Clause 4.3) - Initial Programme (Refer to Clause 5.6) - Security (Refer to Clause 6.2) - Insurance (Refer to Clause 8.6) - Letter of good standing with the Compensation Commission - Letter of Good Standing with the Civil Engineering Bargain Council - CV's & qualifications of key personnel <i>Commencement of work shall take place within 28 days of the commencement date.</i>
20	5.4.2	Access to the Site Not Exclusive Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section below. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works. The contractor shall upon approval of clause 5.3.1 requirements be granted access to establish site (site camp). Upon 100% completion of the site (site camp) or to the Employers Agent satisfaction, access to and possession to the remainder of the site will be granted.
221	5.8.1	Non-Working Times Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00. Non-working days are Saturdays and Sundays. Special non-working days are : - Public holidays, - Election day of local government and national elections (when applicable), and - The official builder's holiday up to a maximum of 25 calendar days (including other special non-working days), as advised by SAFCEC.

No.	Clause	Description
22	5.8.1.5	Cost of Supervision Outside of Normal Working Hours Add the following to the clause: The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account.
23	5.11.2	Suspension of Portion of Works Add the following additional clause: The Employer's Agent reserves the right to suspend portions of the Works if there are any test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.
24	5.12.2. 2	Extension of Time for Practical Compensation Add the following to the clause: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: ▪ 2 working days per month for the months of May to October ▪ 3 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. <u>Compensation for rain delays will be made in the following manner:</u> $\frac{\text{Time Related Items}}{\text{Contract Period (in days)}} \times \text{No. of rain days over allowable limit}$
25	5.12.2. 4	Amend the clause to read as follows: Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.
26	5.12.3	Relevant Adjustment to General Items Delete clause 5.12.3 and replace with the following: "If an extension of time is granted, the Contractor shall be paid such proven additional costs based on tendered rates including for special non-working days, if applicable, as are appropriate regarding any other compensation which may have already been granted in respect of the circumstances concerned."

No.	Clause	Description
27	5.12.5	Critical Path Provision Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the carrying out of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week of five normal working days, will be taken in account for the extension of time.
28	5.13.1	Penalty for Delay The penalty for failing to complete the whole of the Works is R 5,000.00 per calendar day.
29	5.14.1	Practical Completion The requirements for Practical Completion are: • The Contractor shall provide a complete set of marked-up Record Drawings as described in C3.2.4 of the Scope of Works. • The roads shall be surfaced complete as specified with road marking and signage installation complete. • Associated stormwater reticulation shall be complete.
30	5.14.5.5	Insurance of the Works Delete Clause 5.14.5.5 and replace with: "Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data."
31	5.16.3	Latent Defects Liability The latent defect period is 10 years. The latent defects period shall commence on the date of the final approval certificate.
32	6.2.1	Security Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor shall be a fixed performance guarantee of ten per cent (10%) of the Contract Sum. The fixed performance guarantee shall be from an approved Insurance Company or Financial institution that is registered with the Financial Services Board in terms of the Financial Intelligence Centre Act. The fixed performance guarantee shall be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. Any other form of security including a retention money guarantee is not permitted. The wording of the fixed performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Performance Guarantee."

No.	Clause	Description
33	6.2.2	Contractor Failing to Provide Security Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the fixed performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
34	6.2.3	Validity of Performance Guarantee Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the fixed performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."
35	6.8.2	Application of the Contract Price Adjustment Factor The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients are: a = 0.25 [Labour] b = 0.15 [Contractor's equipment] c = 0.55 [Material] d = 0.05 [Fuel] The urban area nearest the site is Knysna. Data for the Contract Price Adjustment Schedule The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa. "L" is the "<u>Labour Index</u>" and shall be the Consumer Price Index (Additional Tables), Table 4 – CPI for the Eastern Cape, for All Items as published in the Statistical Release P0141 by Statistics South Africa. "P" is the "<u>Plant Index</u>" and shall be the Construction Materials Price Indices, Table 4 – Mining and Construction Plant and Equipment, for Plant and Equipment as published in the Statistical Release P0151.1 of Statistics South Africa. "M" is the "<u>Materials Index</u>" and shall be the Construction Materials Price Indices, Table 6 – Civil Engineering Material, for Civil Engineering Material - Total as published in the Statistical Release P0151.1 of Statistics South Africa. "F" is the "<u>Fuel Index</u>" and shall be the Producer Price Index, Table 1 - PPI for Final Manufactured Goods for Diesel as published in the Statistical Release P0142.1 of Statistics South Africa. The base month is the month prior to the tender closing.
36	6.8.3	Variations in the Costs of Special Materials Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).

No.	Clause	Description
37	6.10.1.5	Percentage Advance on Materials The percentage advance on materials on site not yet built into the Permanent Works is 80%.
38	6.10.1.7	Deduction of Penalties Add the following to sub-clause 6.10.1.7: “... or any other fines or penalties that become due under the Contract.”
39	6.10.3	Retention Money 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 ten per cent (10%) of payments due up to the “Limit of retention money” which shall be five per cent (5%) of the contract sum.
40	6.10.4	Delivery of Payment Certificate Amend the following clause: Replace the wordings “within 7 days” and “within 28 days” in Clause 6.10.4 with the wording “within 5 working days” and “within 30 days”.
41	6.10.4.1	Signed Monthly Expanded Public Works Programme (EPWP reports) Add the following to the clause: “The contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP reports) attached to this tender document as Annexure F and any other requirements that may arise during the contract period, together with the monthly payment certificate. Payment to the contractor will not be certified by the Employer’s Agent until the EPWP reports for the specific month is provided. In addition a fine for late submission of R1 000 per day will be applicable for every day after the 2nd calendar day of the subsequent month to the reporting month”
42	7.2.1	Quality of Materials Add at the end of Clause 7.2.1 : Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused.
43	8.3	Excepted Risks Amend sub-clause 8.3.1.12 of clause 8.3 as follows: “The design, specification or instruction of the Employer’s Agent, Employer (represented by an employee authorised to do so), or defects in the materials supplied by the Employer for incorporation in the Works”.

No.	Clause	Description
44	8.6 8.6.1	Insurances Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by Clause 8.6 in this Contact Data. (a) Insurance of the works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever cause, for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate as set out in Clauses 8.6.1.1.1 to 8.6.1.5. (b) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (c) Common Law Liability Insurance for the duration of the Contract Period and with a Limit of Indemnity of not less than R20 000 000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event; (d) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (e) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (f) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (g) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
45	8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.

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

No.	Clause	Description
51	9.2.1	<u>Delete "or" at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8:</u> 9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time; 9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or 9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
52	10.3.2	Dispute to be Referred Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties.
53	10.5.1	Dispute Adjudication Dispute resolution shall be by ad-hoc adjudication.
54	10.5.3	Rules for Adjudication The number of Adjudication Board Members to be appointed is one (1).
55	10.7.1	Arbitration The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
56		Add the following additional: - Details to be confidential "The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employers Agent ." - EME subcontractor(s) Involvement "A minimum of 25% of the value of the Contract shall be subcontracted to EMEs as stated in Part C3: Scope of Works, Section C3.3: Procurement." It shall remain the Contractor's responsibility to ensure that this target percentage is attained, irrespective of any sums allowed for EME work in the bill of quantities at the time of tender, which are estimates only. No additional mark-up costs will be payable to the Contractor for work described above other than the tendered rates as entered by the contractor in the bill of quantities." - Fines for Health & Safety and / or Environmental non-conformances / non-compliance <u>Add the following additional clause:</u> "The contractor shall treat all Health & Safety and Environmental non-conformances/non-compliances based on the outcome of the monthly environmental and health & safety audits as follows:

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

No.	Clause	Description
		he/she shall be removed from the construction site with immediate effect and shall not return to site.”
		6. Fines Penalties as described in paragraph 3 to 6 will not necessarily be implemented in the month of the offence but can be implemented in the payment certificate in any of the following months. Fines will not be time barred.

C1.2b: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	1.1.1.9	The Contractor is:
	1.2.1.2	The Contractor's address for receipt of communications and notices is :
		Telephone: Facsimile:
		Address (Postal) : Address (Physical) :
2	6.4.1.3, 6.5.1.2. 3	The percentage allowance to cover mark-up charges (incl. profit and overheads) is

C1.3 : FORM OF PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: Fixed

"Expiry Date" means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

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

1. FIXED PERFORMANCE GUARANTEE

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

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

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

- 2.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act of section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

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

WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY

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

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as "the Employer")
AND

(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

Common Law Liability
Insurance in respect of Third
Parties for the Minimum Sum of R

1. **Reporting**

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

2. **Warranty of compliance**

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

3. **Refer:**

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

4. **Mandatory an employer**

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

5. **Appointments and training**

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

- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

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

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

7. Access to the OHS Act

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

8. Cooperation

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

9. Work procedures

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

10. Health and safety meetings

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

11. Compensation registration

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

12. Medical examinations

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

13. Incident reporting and investigation

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

14. Statutory Obligations of the Mandatory & Contractor

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

- The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
- Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- Contractors must, in the interests of safety, enforce discipline

15. Security and access

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

16. Fire precautions and facilities

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

18. No nuisance

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

19. Intoxication not allowed

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

20. Personal protective equipment

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

- 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. **Plant, machinery and equipment**

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

22. **No usage of the Employer's equipment**

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

23. **Transport / Vehicles**

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

24. **Confined Spaces**

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

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

25. **Clarification**

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

26. **Duration of agreement**

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

27. **Headings**

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

Thus done and signed at on

For, and on behalf of the Employer

Date

NAME: _____

SIGNATURE: _____

for, and on behalf of the Mandatory

Date

NAME: _____

SIGNATURE: _____

Witness

Date

NAME: _____

SIGNATURE: _____

C1.5 : DISCLOSURE STATEMENT (PRO FORMA)

Date:

Contract:

.....

Contractor:

Employer:

Engineer:

To whom it may concern

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

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

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

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

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

Name in full

Signature

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

CONFIRMATION OF RECEIPT

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

The (day) of (month) (year)

At (place)

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

The (day) of (month) (year)

For and on behalf of the Contractor:

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

Name(s)

Capacity of authorized agents:

For and on behalf of the Employer:

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

Name(s)

Capacity of authorized agents:

For and on behalf of the Employers Agent:

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

Name(s)

Capacity of authorized agents:

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

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract for _____

(name of project) which provides that a dispute under or in connection with the General

Conditions of Contract for Construction Works, Third Edition 2015 (GCC), must be referred to **ad-hoc adjudication**.

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

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

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

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

*** Delete the inapplicable party**

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

CONTRACT
PART 2 (OF 4) : PRICING DATA

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

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

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

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

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

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

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

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

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

- C2.1.1.7 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule/bill.
- C2.1.1.8 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.9 All prices or rates inserted in the Schedule/Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Schedule/Bill of Quantities for the addition of VAT
- C2.1.1.10 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :
- | | | | | | |
|----------------------|---|-----------------------|----------|---|-----------------|
| mm | = | millimetre | h | = | hour |
| m | = | metre | kg | = | kilogram |
| km | = | kilometre | t | = | ton (1 000 kg) |
| m ² | = | square metre | No. | = | number |
| m ² .pass | = | square metre-pass | sum | = | lump sum |
| ha | = | hectare | MN | = | MegaNewton |
| m ³ | = | cubic metre | MN.m | = | MegaNewton- |
| metre | | | | | |
| m ³ .km | = | cubic metre-kilometre | P C sum | = | Prime Cost sum |
| l | = | litre | Prov sum | = | Provisional sum |
| kl | = | kilolitre | % | = | per cent |
| MPa | = | MegaPascal | kW | = | kilowatt |
- C2.1.1.11 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.12 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Schedule/Bill of Quantities.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule/Bill of Quantities and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- C2.1.1.13 The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule as detailed in Section C1.2 Contract Data (Part 1).
- C2.1.1.14 The Schedule/Bill of Quantities must be completed by the insertion of rates / prices in accordance with the instruction described in the items above. As this Contract is a Re-measurable Contract and Not a Lump Sum Contract, a blank bill of quantities with only a lump sum amount will not be accepted.
- C2.1.1.15 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.16 Rates shall include for the transportation and any other costs required by all labour, including labour from the local ward used by the Contractor and by the appointed EME's.

CORRECTION OF ENTRIES MADE BY TENDERER

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

C2.2 : BILL OF QUANTITIES

AS PER SANS 1200 & SANS 0120

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

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

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

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

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

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

It is the Employer's objective to upgrade existing gravel roads to surfaced standards. Multiple roads were identified by the employer in and around the Knysna area, and this contract will comprise roads in ward 1.

C3.1.2 OVERVIEW OF THE WORKS

The works generally comprise earthworks for roadworks, road layerworks, concrete kerbing, concrete block paving of existing internal gravel roads, and related stormwater piping and channelling.

The existing roads identified for upgrading thus far and included in the scope of this contract are located within the greater Knysna municipal area. The following areas are included :

Mbetla Street (approximately 440m long)

Cul de Sac 1 (approximately 30m long)

Cul de Sac 2 (approximately 30m long)

Cul de Sac 3 (approximately 40m long)

Cul de Sac 4 (approximately 40m long)

Cul de Sac 5 (approximately 30m long)

Cul de Sac 6 (approximately 30m long)

Cul de Sac 7 (approximately 30m long)

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

C3.1.3 EXTENT OF THE WORKS

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

- Earthworks for roadworks,
- Roadbed preparation,
- Construction of subgrade layers,
- Construction of subbase layer,
- Construction of basecourse layers,
- Construction of interlocking concrete paver bricks
- Construction of sunken, mountable and barrier precast concrete kerbing,
- Concrete pavers,
- Stormwater pipes and channels,
- Construction of guardrails, and
- Road signs and marking.

C3.1.4 LOCATION OF WORKS

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

Refer to the locality plan, drawing No. 8040/001/RLA/802

C3.1.5 TEMPORARY WORKS

Temporary works shall comprise of the following:

- Location and protection of existing services.
- Dealing with stormwater runoff and or groundwater.
- Shoring of excavations where required.
- Formwork to structures where required.
- Maintaining access to adjoining erven. Pedestrian access shall be provided at all times for the duration of the works. Vehicular access may at times not be possible. In these instances, the Contractor shall make all necessary arrangements for safe and secure off-street parking within a reasonable walking distance of the erven affected.
- Traffic accommodation on adjoining and intersecting streets, and on areas affected by construction traffic.
- Fencing and barricading of all unsafe areas, and where boundary walls / fences have been removed to allow for construction activities.
- Security.

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Responsibilities for design are :

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

C3.2.2 EMPLOYER'S DESIGN

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

C3.2.3 DESIGN BRIEF

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

No permanent works will be designed by the Contractor.

C3.2.4 DRAWINGS

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

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

Drawing No.	Description	Size
8040/001/RLA/801	Locality Plan	A4
8040/001/RCS/501	Typical Cross-sections	A1
8040/001/RCS/502	Typical Details (1 of 3)	A1
8040/001/RCS/503	Typical Details (2 of 3)	A1
8040/001/RCS/504	Typical Details (3 of 3)	A1
8040/001/RLS/105	Mbetla Street Plan & Long Section (1 of 2)	A1
8040/001/RLS/106	Mbetla Street Plan & Long Section (2 of 2)	A1
8040/001/RCS/105	Mbetla Street Cross Section (1 of 2)	A1
8040/001/RCS/106	Mbetla Street Cross Section (2 of 2)	A1
8040/001/RLS/107	Cul de Sac 1 Plan & Long Section	A1
8040/001/RLS/108	Cul de Sac 2 Plan & Long Section	A1
8040/001/RLS/109	Cul de Sac 3 Plan & Long Section	A1
8040/001/RLS/110	Cul de Sac 4 Plan & Long Section	A1
8040/001/RLS/111	Cul de Sac 5 Plan & Long Section	A1
8040/001/RLS/112	Cul de Sac 6 Plan & Long Section	A1
8040/001/RLS/113	Cul de Sac 7 Plan & Long Section	A1

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

C3.2.5 DESIGN PROCEDURES

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

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

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

C3.3.1.2 Resource standard pertaining to targeted procurement

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

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of Mandatory Subcontract Works

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

(i) Definitions

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

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

- (iv) is registered on the National Treasury's Central Supplier Database (CSD); and
 - (v) is a sub-contractor who undertakes work within its registered CIDB category; or
 - (vi) is a supplier of Goods which satisfies (i) to (iv).
 - i) **"Target Group"** is a Designated Group as defined in the Preferential Procurement Regulations, 2017 or Youth.
 - j) **"Targeted Labour"** is Labour recruited from the Target Area, who permanently reside in the Target Area or who are recognized as being residents of the Target Area on the basis of identification and association with and recognition by the residents of the Target Area.
 - k) **"Youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).
- (ii) Contract Participation

(a) Objective

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

(b) Contract Participation Targets

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

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

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

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

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

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

(c) Contract Participation Goal (CPG)

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

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

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

(d) Contract Participation Performance (CPP)

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

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

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

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

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

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

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

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

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

(e) Accredited Registration

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

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

(i) Procedure for Engaging Targeted Enterprises on the Project

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

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

- Follow and Expression of Interest process, which must be publicly advertised, to compile a shortlist of potential subcontractors based.
- Invite compliant Targeted Enterprise subcontractors to tender on the works packages.
- Enter into a subcontract agreement for each Work Package with the successful Targeted Enterprise subcontractor using the SAFCEC format ;
- Assist and monitor the Targeted Enterprise subcontractors with their programming, production, work output and quality;
- Issue, subject to the approval of the Employer, a Certification of Completion to each Targeted Enterprise subcontractor.

(iii) Tender Process for appointing Targeted Enterprises

a) **Tender Process**

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

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

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

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

b) **Conditions of Tender and Contract**

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

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

c) **Assistance to the Tenderers**

A clarification meeting for each Work Package is compulsory.

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

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- implications of the tendered rates;

- scope and extent of the works included in the subcontract;
- proper procedures for the submission of the tender;
- procedures and basis on which tenders will be adjudicated and the subcontract awarded.

d) Adjudication

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

All tenders received shall be evaluated by the Employer's Agent and the person (Construction Manager) mandated to act and sign on behalf of the main Contractor

The EME Committee shall have the right to interview any Tenderer for the purpose of:

- Clarifying any aspect of the tender;
- Verifying the eligibility of the Tenderer;
- Querying abnormally high or low rates and prices, and
- Clarifying rates and prices which are not in balance with other tendered rates and prices

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

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

e) Award of Tenders

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

(iv) Attendance on Targeted Enterprise subcontractors

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

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

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

(v) Contractor's Obligations to subcontracted Targeted Enterprises

a) **Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

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

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

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

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

Quality

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

Performance

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

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

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

that the EME Committee is satisfied that the Contractor has made every effort to correct the performance by the Targeted Enterprise Subcontractor.

(vi) Issuing of Completion Certificate

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

The Certificate of Completion shall provide the following information:

a) **Main Contract data:**

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

b) **Subcontract data:**

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

(vii) Contractor's Liability

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

(viii) Measurement and Payment

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

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

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

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

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

(ix) Payment of Targeted Enterprises

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

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

(x) General

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

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

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

C3.3.2.2 Preferred Subcontractors

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

C3.3.2.3 Subcontracting Procedures

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

C3.4: CONSTRUCTION: PART A - GENERAL

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS Standards

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

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

SANS 1200 A	– 1986	General
SANS 1200 AB	– 1986	Employer's Agents Office
SANS 1200 C	– 1980	Site Clearance (As amended 1982)
SANS 1200 D	– 1988	Earthworks (As amended 1990)
SANS 1200 DA	– 1988	Earthworks (small works) (As amended 1990)
SANS 1200 DB	– 1989	Earthworks (Pipe Trenches)
SANS 1200 DK	– 1996	Gabions and Pitching
SANS 1200 G	– 1982	Concrete (Structural)
SANS 1200 GA	– 1982	Concrete (Small Works)
SANS 1200 HA	– 1990	Structural Steel Works
SANS 1200 HC	– 1988	Corrosion Protection of Structural Steelwork
SANS 1200 LB	– 1988	Bedding (Pipes)
SANS 1200 LD	– 1988	Sewers

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

C3.4.1.2 Applicable national and international standards

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

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

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

C3.4.1.3 Particular / generic specifications

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

C3.4.1.4 Certification by recognised bodies

Refer C3.4.1.2 above.

C3.4.1.5 Agreement certificates

None required.

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Plant and materials supplied by the employer

No plant or materials will be supplied by the employer.

C3.4.2.2 Materials, samples and shop drawings

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

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

C3.4.3 CONSTRUCTION EQUIPMENT

C3.4.3.1 Requirements for equipment

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

C3.4.3.2 Equipment provided by the employer

No plant or equipment will be provided by the employer.

C3.4.4 EXISTING SERVICES

C3.4.4.1 Known services

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

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

C3.4.4.2 Treatment of existing services

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

The Contractor shall however ensure that, prior to construction all the necessary Record Drawings and Wayleaves for all services have been obtained and verified on site by the relevant service providers in his presence. The Contractor must request in writing the relevant official to indicate the said services within 96 hours prior to

the commencement of the work, after which the responsibility rests with the service department if the services are not indicated to the Contractor as requested.

All existing services must be located and marked. The contractor is to take levels of all the exposed services and forward to the Employer's Agent before any work can commence. The Employer's Agent will then check levels against design and only then will the Employer's Agent allow the Contractor to continue with the works. The Contractor is to allow for the exposing of services and subsequent checks by the Employer's Agent in their programme. All existing services are to be located by hand-excavation.

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

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

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

C3.4.4.4 Damage to services

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

C3.4.4.5 Reinstatement of services and structures damaged during construction

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

C3.4.5 SITE ESTABLISHMENT

C3.4.5.1 Services and facilities provided by the employer

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

C3.4.5.2 Facilities provided by the contractor

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

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

(i) Source of Water Supply

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

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

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

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

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

(ii) Source of Power Supply

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

(iii) Location of Camp and Materials storage area

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

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

(iv) Refuse Containers and Disposal

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

C3.4.5.3 Storage and laboratory facilities

Refer C3.4.5.2 above.

C3.4.5.4 Other facilities and services

Refer C3.4.5.2 above.

(i) Security

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

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

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

(ii) Survey Control and Setting Out

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

(iii) Control Testing

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

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

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

C3.4.5.5 Vehicles and equipment

Refer C3.4.5.1 and C3.4.5.2 above.

The Employer will not make any vehicles or equipment available.

C3.4.5.6 Advertising rights

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

C3.4.5.7 Notice boards

Refer C3.4.5.2 above.

C3.4.6 SITE USAGE

Refer Section C4: Site Information.

C3.4.7 PERMITS AND WAYLEAVES

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

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

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

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

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

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

C3.4.9 INSPECTIONS OF ADJOINING PROPERTIES

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

photographic evidence as he deems necessary as evidence in possible damage claims by adjoining property owners.

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

C3.4.10 WATER FOR CONSTRUCTION PURPOSES

Refer C3.4.5.2 above.

C3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Refer C3.4.5.4 (ii) above.

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

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

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

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

PSA GENERAL

PSA2.3 DEFINITIONS

Add the following under (a) General

"Task" - a quantified activity or operation

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

"Task work" - work paid by the completed task

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

"Daily wages - see "Daily rate"

"Task rate - The remuneration for a completed task

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

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

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

PSA3 MATERIALS

PSA3.1 Quality

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

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

PSA 4 PLANT

PSA 4.2 Contractor's Office, Stores and Services

Add to the Sub-Clause:

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

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

PSA 5 CONSTRUCTION

PSA 5.2 Watching, Barricading and Lighting

Add the following

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

PSA 5.7 Safety

Add the following:

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

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

PSA 5.8 Ground and Access to Works

Add the following:

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

PSA 5.9 Accommodation of Traffic *(New Clause)*

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

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

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.2.2 Scheduled Time-related items

Add the following:

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

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

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

PSA 8.3 Scheduled Fixed-Charge and Value-Related Items

PSA 8.3.1 Contractual Requirements

Add the following:

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

PSA 8.4 Scheduled Time-Related Items

PSA 8.4.1 Contractual Requirements

Add the following:

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

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

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

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

PSA 8.4.6 Compliance with OHS Act and Construction Regulations sum

(New Clause)

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

PSA 8.4.7 Security month *(New Clause)*

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

PSA 8.4.8 Miscellaneous Items *(New Clause)*

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

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

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

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

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

Add the following :

"(c) EME Subcontract Works

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

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

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

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

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

(d) Community Liaison Officer (CLO)

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

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

(e) Acceptance Control Testing

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

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

PSAB EMPLOYER'S AGENT'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 Nameboards

Delete the following:

"The standard board of the South African Institution of Civil Engineers" and replace with "the nameboard depicted on drawing 8040/001/RCS/501."

PSAB 3.2 Office Building(s)

"Add the following:

The Contractor shall supply, transport and erect a site office for the exclusive use of the Employer's Agent, within the Contractors site establishment. The location of the office will be subject to the written approval of the Employer's Agent.

The office shall consist of 1 No. factory assembled air-conditioned "Kwikspace" unit 6m x 3m in size, or similar approved, supported above ground on six adjustable jacks and adapted for transportation to the site camp location on a "low-bed" trailer and installed as per supplier's specification. No other office will be accepted without the Employer's Agent's written approval. Community buildings will not be accepted. The Assistant Employers Agent Representative shall receive an equivalent office as described above for the exclusive use of the Assistant Employers Agent Representative

In addition to the above 1 No. factory assembled air-conditioned "Kwikspace" unit 9m x 3.4m in size, or similar approved, supported above ground for the conference facility shall be provided and installed as per suppliers specification. The conference facility shall be solely used for progress site meetings and other meetings approved the Employers Agent. A projector and blank white board shall also be provided. The facility shall not be used for the Contractors inductions, workshops, toolbox talks, internal meetings etc.

The Contractor shall arrange for the provision of an electrical power supply for the duration of the contract for the Employer's Agents offices. Should this not be immediately available, a petrol generator will be provided in the interim. In any event a back-up generator is to be provided by the Contractor for power failures for the duration of the contract. The cost of the generator shall be deemed to be included in the rates.

The offices are to be equipped with an electrical distribution board, two plug points and two fluorescent lights each.

The following equipment and furnishings must be provided for the office for the sole use of the Employer's Agent and their Assistant:

- a) Two desks with at least one lockable drawer and with two newly purchased unwrapped swivel chairs (for each office)
- b) Newly purchased unopened Colour A3 printer consisting of an ink tank system, scanner, printer, copier, wireless connection and USB input. The scanner shall have an input capacity of 100 pages. The printer shall print at a minimum rate of 33 pages/min for black and white pages and 15 pages/min for colour pages. The Contractor shall provide 2 x replacement bottles for each colour. (one office only)
- c) One lockable four-drawer steel filing cabinet (for each office)

- d) One A0 sized drawing table (for each office)
- e) A drawing filing rack for A0 and smaller sized drawings (for each office)
- f) One newly purchased unopened electric kettle of at least one litre capacity (one office only)
- g) One new unopened tea set having at least six cups, saucers and tea spoons and one tea pot, milk jug and sugar bowl (one office only)
- h) One newly purchased unopened electric fridge of at least 100 litres in capacity (one office only)
- i) One 11 500 BTU air conditioning unit capable of heating and cooling (for each office)
- j) One accurate rain gauge of modern design including all associated measuring equipment installed within the site camp area.
- k) Internet connection (uncapped and uninterrupted at a speed of at least 10mb/s)
- l) Stationary (paper, pens etc.)

PSAB 3.3 Car Port

"1 No Carport required."

PSAB 4 PLANT

PSAB 4.1 Telephone

Not required.

PSAB 4.2 Survey Equipment (New Clause)

The contractor shall provide the following survey equipment on the Site from the commencement to the completion of the works.

- One Dumpy level
- One automatic reading Employer's Agent's level plus tripod
- One levelling staff (5m long, 1 cm graduations)
- One staff angle bubble
- One metal change point for levelling
- One separate plumb – bob
- One spirit level (one metre long)
- One hammer (2kg) with steel or wooden pegs as necessary
- One 50m steel tape
- One 5m (or longer) retractable steel tape

The Contractor shall keep the equipment continuously insured against any loss damage or breakage and he shall indemnify the employer against any claims in this regard.

PSAB 5 CONSTRUCTION

PSAB 5.2 Employer's Agent's Office

Add to the Sub – clause

The toilet facilities provided for the sole use of the Employer's Agent or his representative shall be maintained in hygienic and sanitary condition and be removed on completion of the works. The facilities provided shall conform to the local health authority's requirements as applicable and the contract shall pay all sanitary fees and charges.

The Contractor shall provide one (1) toilet in the site camp contained in a brick structure and consisting of a flushing system and septic tank for the exclusive use by the Employers Agent and his representative.

PSAB 5.5 Survey Assistants

The Employers Agent's Representative will occasionally need a suitably abled assistant to help with testing, sampling, survey, etc.

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.2.2 Survey Assistant

(New Clause)

"Payment for the survey assistant shall be at the tendered daywork rates for skilled labour for the hours worked in assisting the Employer's Agent's Representative."

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 Disposal of Material

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

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

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

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.1 Classes of Excavation

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

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

PSDB 3.5 Backfill Materials

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

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

PSDB 3.6 Materials for Reinstatement of Existing Roads and Paved Areas

PSDB 3.6.4 Bituminous and/or Asphalt Surfacing

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

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

PSDB 3.7 Selection

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

PSDB 4.3 Compaction Equipment

Add the following:

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

PSDB 5 CONSTRUCTION

PSDB 5.1.2.3 Sloping Ground

Delete the Sub-Clause and add:

"The Contractor shall be responsible throughout the duration of the contract, inclusive of the Defects Liability Period, for the provision of all soil erosion preventative measures necessary to protect the trenches, pipeline(s) and land utilised by the Contractor during the contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the construction of the works.

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

PSDB 5.1.5 Precautions Relating to Explosives

(New Clause)

"The use of explosions **is not** permitted."

PSDB 5.1.6 Trench Excavations

(New Clause)

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

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

PSDB 5.4 Excavation

Add the following :

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

PSDB 5.6.3 Disposal of Soft Excavation Material

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

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

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

PSDB 5.7.2 Areas Subject to Traffic Loads

Add the following :

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

PSDB 5.9 Reinstatement of surfaces

Add the following under the heading :

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

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

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

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

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3.2 Excavation

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

PSDB 8.3.3.1 Deficiency in Backfill Material

Add the following to sub-clause 8.3.3.1:

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

PSDB 8.3.8	Crushed	Stone	in	Trench	Bottom
					m³
					
	<i>(New Clause)</i>				

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

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

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

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

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

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

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

Typically the volume required will be as follows:

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

PSDK GABIONS AND PITCHING

PSDK 5 CONSTRUCTION

PSDK 5.3.3 Grouted Pitching

Add to first sentence of Subclause 5.3.3:

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

Delete the first sentence of the second paragraph beginning

“The minimum depth”

and replace with

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

PSDK 8 MEASUREMENT AND PAYMENT

PSDK 8.2.4 Geotextile

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

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

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

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 3.1 CLASSIFICATION OF MATERIALS FOR EXCAVATION PURPOSES

With reference to subclause 3.1 of SANS 1200D and subclause 3.1 of SANS 1200DA the following definitions shall apply to the wording "efficiently removed" and "efficiently loaded".

a) Soft Excavation

- (i) For soft excavation 'efficiently removed' without prior ripping by a bulldozer of mass (including mass of ripper if fitted) of approximately 22t and flywheel power of approximately 145kW shall mean the removal of more than 150m³ of insitu material per hour.
- (ii) For soft excavation 'efficiently removed' without prior ripping by a bulldozer of mass (including mass of ripper if fitted) of approximately 35t and a flywheel power of approximately 220kW shall mean the removal to stockpile of more than 250m³ of insitu material per hour.
- (iii) For soft excavation 'efficiently loaded' without prior ripping or stockpiling by rubber tyred front-end loader of approximately 15t mass and a flywheel power of approximately 100kW shall mean a loading rate of not less than 40m³ of insitu material per hour.
- (iv) For soft excavation, in restricted excavation or for small works, 'efficiently removed' by a back-acting excavator of flywheel power approximately 0,10kW per millimetre of tined-bucket width without the assistance of pneumatic tools such as paving breakers shall mean the removal of more than 0,035m³ per millimetre of tined-bucket width per hour of continuous, unrestricted operation.

b) Intermediate Excavation

- (i) For intermediate excavation, 'efficiently removed' by a bulldozer as specified in a) 1.ii) above, shall mean the ripping only (stockpiling not included) of more than 250m³ of insitu material per hour.
- (ii) For intermediate excavation, in restricted excavation or for small works, 'efficiently removed' by a back-acting excavator as specified in a)2. above, shall mean the removal of more than 0,007m³, but less than 0,035m³, per millimetre of tined-bucket width per hour of continuous, unrestricted operation.

Excavation in material that, in the opinion of the Engineer, requires a back-acting excavator of flywheel power exceeding 0,10kW per millimetre of tined-bucket width or the assistance of pneumatic tools prior to removal in order to achieve a removal rate of at least 0,035m³ per millimetre of tined-bucket width per hour of continuous, unrestricted operation will also be classified as intermediate excavation.

c) Hard Rock Excavation

- (i) Hard rock excavation, other than in restricted excavation, shall be excavation (excluding boulder excavation) in material that does not meet the ripping rate specified in b)1 above.
- (ii) Hard rock excavation, in restricted excavation or for small works, shall be excavation (excluding boulder excavation) in material that does not meet the removal rate of 0,007m³ specified in b)2 above without blasting or without wedging and splitting prior to removal.

With regard to plant specified in subclause 3.1.2 of SANS 1200D, but not referred to above, and other plant, the Engineer will decide on site as to the classification of material based on its removability as described in subclause 3.1.1 of SANS 1200D.

PSDM 5.1.3 Precautions Relating To Explosives

(New Clause)

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

PSDM 5.2.1 Stripping Of Site

Add the following :

“After site preparation, i.e. before placing any fill or roadbuilding material, the Engineer's approval of the suitability of the insitu material shall be obtained.”

PSDM 5.2.3.3 Treatment of Road Bed

- (a) Preparation and Compaction of Road-bed

Add the following:

“Where road-bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% MDD density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent subgrade or subbase layer, as the case may be. To this end the Employer's Agent may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed.

Notwithstanding subclause 5.2.3.3a the Employer's Agent will inspect the road-bed (subgrade) upon completion of earthworks and if the road-bed is indicated by the soil survey or deemed by the Employer's Agent to be unsuitable or unstable, soil shall be removed to a depth determined by the Engineer and replaced with approved material.”

- (c) Cut to Fill-Earthworks Balance

Add the following:

“For roads such as township roads where road verges are generally higher than the road hardening, the Contractor shall carefully select the exact finished earthworks level such that the material from the box cut will provide the quantity needed to complete the verges. No additional payment will be made to remove excess material or to import additional material should an imbalance be found when finishing roadworks to the specified cross-sections and gradients.”

(e) Topsoiling

Add the following:

"Irrespective of the height of an embankment topsoiling of the side slopes shall take place immediately after, but not before, construction of the embankment has been completed."

PSDM 5.2.9 Crossings by Services

(New Clause)

"Construction of the selected layer and road hardening operations shall not commence until all underground services within the road hardening area have been completed and approved."

PSDM 5.2.10 Trimming and Grading of Verges

(New Clause)

"During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. After completion of the road layers, including the surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticulturally inferior materials from trench excavations, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted or where the Employer's Agent deems it necessary to spread topsoil, he may instruct the Contractor at the stage of the major earthworks operation to work to levels altered from those shown on the drawings.

Topsoil may be provided from stockpiles on site in which case the Contractor shall load, transport and spread as ordered by the Employer's Agent. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Employer's Agent beforehand.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Employer's Agent."

PSDM 5.2.11

Dimension and Level Control and Process Control

(New Clause)

"The Contractor shall submit to the Employer's Agent records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

A sample form can be obtained from the Employer's Agent."

PSDM 5.2.12 Requesting of Tests

(New Clause)

"Tests and Inspections of the works will only be carried out by the Employer's Agent once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Employer's Agent."

PSDM 7 TESTING

PSDM 7.1 General

PSDM 7.1.1 Tests to the Contractor's Account

The Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to submit the test results to the Employer's Agent. The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.

a) Material imported from outside the Contract Site as a working surface, for subgrade improvement or for fill material.

One CBR and indicator test per 500m³ of compacted material brought on site. (beach or river sand will normally be exempted from this requirement). A sample and one CBR and indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

b) Fill material in place

One density and moisture content per 200m³ of compacted fill.

c) Compacted Road-bed (Subgrade)

One density and moisture content per 500m² of compacted surface area.

d) Compacted selected layer or gravel surface layer

One density and moisture content per 500m² of each compacted selected layer and/or gravel surface area, whichever is applicable.

Should any of the above density tests fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Employer's Agent."

PSDM 7.1.2 Tests to the Employer's Account

If required and upon completion of rough earthworks, but before trimming and compaction of the road-bed (subgrade), the Contractor shall make arrangements with a soils testing laboratory to take soil samples from along the centre-line of the roads where directed by the Employer's Agent, but nominally at intervals of 200 metres and at obvious changes of soil type. The soil samples shall be taken from a depth not exceeding 1 metre below the finished road level and CBR and indicator test values from each soil sample shall be reported to the Engineer.

Where soil types and CBR test results vary significantly within the job site, bottled samples of each type listing the CBR, optimum moisture and maximum dry density shall be made available on site to assist in visual identification of the various soil types.

Results of the soil survey will be used to determine the final road hardening specification and should there be delay in receipt of the results by the Employer's Agent, no compensation for delays to the Contractor will be considered.

Additional tests may also be required by the Employer's Agent on borrow pits or on excavated material to assist in the design.

The costs of the CBR and Indicator Tests referred to above will be met by the Employer and payment for such tests will be per sample tested and reported to the Employer's Agent."

PSDM 7.3 Routine Inspections and Testing

Add the following:

"The Employer's Agent shall have free access to the site and will undertake inspections of the work in progress to ascertain compliance with the specifications. The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.

Notwithstanding subclause 7.3.1 the Employer's Agent may require additional tests to those specified in clause PSDM 7.1 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

The permissible deviation from specified MDD densities when materials are tested at OMC shall be -0% with no top limit."

PSDM 8.1 Basic Principles

Add the following :

"The Contractor will receive no additional payment for the selection of material."

PSDM 8.3.13

Surface Finishes

Add the following

"c) Trimming and grading of verges.....
m²

The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under the appropriate excavation item.

Only the following verge item will be measured and paid for separately.

The unit of measurement for trimming and grading of verges shall be per square metre.

The rate tendered for the above item shall include for all things necessary to complete the work as specified."

**PSDM 8.3.17 Construct G9 Selected Layer with material imported from commercial sources compacted to 93% MDD
m³**

(New Clause)

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

**PSDM 8.3.18 Construct G7 Selected Layer with material imported from commercial sources compacted to 95% MDD
m³**

(New Clause)

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

PSDM 8.3.19 Construct Selected Layer with material from stockpile source compacted to 95% MDD m³

(New Clause)

The rate shall cover the cost of complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

PSLB BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 Selected Granular Material

Delete Subclause 3.1 and replace with the following:

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

PSLB 3.2 Selected Fill Blanket

Delete Subclause 3.2 and replace with the following:

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

PSLB 5 CONSTRUCTION

PSLB 5.1.1.2 Bottom

Add the following:

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

PSLB 5.1.4 Compacting

Delete Subclause 5.1.4 and replace with the following:

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

PSLB 5.2.1 Class A Bedding

Add the following:

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

PSLB 5.2.2 Class B Bedding

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

PSLB 5.3 Placing and Compacting of Flexible Pipes

b) 200 mm selected fill blanket

Add to the end of the first sentence:

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

PSLB 5.4 Concrete Casing to Pipes

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

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1.3 Volume of Bedding Materials

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

PSLB 8.1.5 Disposal of Displaced Material

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

PSLC CABLE DUCTS

Note:

This Project Specification shall apply equally as well to ducts for services not referred to in SANS 1200LC.

PSLC 3 MATERIALS

PSLC 3.2 Bedding

Delete Clauses 3.2.1 and 3.2.2 and replace with the following :

"Selected granular material shall be an aggregate, sand or granular material all of a non-cohesive nature, the grading analysis of which shows 100% passing a 13.2mm sieve and not more than 5% passing a 0,075mm sieve (Metric sizes). The Compactability Factor shall not exceed 0,4."

PSLC 3.3 Backfill

Backfill material for road crossing ducts shall be Selected Fill Material conforming to the requirements of subclause 3.2 of SANS 1200 LB.

PSLC 5 CONSTRUCTION

PSLC 5.8 Road Crossings

Delete the last sentence and replace with :

"The duct(s) shall extend a distance of at least 0,5m beyond the back face of the kerb or the edge of the road, as applicable."

PSLC 5.10 Position to be Marked

Marking is required on both sides of the carriageway.

Delete in the second line :

"..... the letters "GPO or ESC", as applicable, .."

and replace with

"..... the letters "T" and "E", as applicable."

Add : "The height of the letter shall be at least 100mm."

PSLC 8 MEASUREMENT AND PAYMENT

PSLC 8.2.2 Excavation

Delete payment clause 8.2.2(b) and add the following :

"8.2.2(b) Extra over item (a) above for :

Hard rock excavation m³

PSLC 5.1.1 Trench Widths and Depths

Trenches for ducts shall be excavated to the width and depths shown on the Employer's Agent drawings.

PSLC 5.2 Bedding and Backfilling

The bedding of road crossing ducts and the backfilling of road crossing trenches shall be undertaken in accordance with details shown on the Employer's Agent drawings.

PSLC 5.3.3 Draw Wire

Draw wires, as specified in subclause 5.3.3, shall be required in the case of Telkom road crossing ducts but will not be required for other services, unless particularly specified on the Employer's Agent's drawings. In addition to the draw wire a screened double stranded copper cable shall be laid 200mm above the centreline and along the length of all Telkom road crossing ducts. The screened copper cable together with all pipes for Telkom road crossing ducts (see subclause 3.1) will be supplied by Telkom. Draw wires are to be supplied by the Contractor.

The open ends of all ducts shall be 'plugged' using a heavy duty plastic bag suitably tied to the end of the duct with galvanised wire of 1,5mm nominal diameter.

PSLC 5.5 Concrete Encasement

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

PSLC 5.7 Crossing of Telephone and Electricity Cable Ducts

Where telephone cable ducts cross over electricity supply cable ducts, both ducts shall extend for at least 1 metre beyond the cross over point.

Approved 500 x 250 x 50 reinforced concrete protection slabs embossed "electric cable", followed by 150mm wide yellow polythene marker tape shall be placed along and immediately above the electricity supply cable duct (i.e. below the telephone cable duct), both of which shall extend for a distance of 1 metre on both sides of the crossing.

The minimum clear vertical spacing between telephone and electricity supply cable ducts shall be 150mm.

PSLC 5.8 Road Crossings

Ducts shall extend to a distance of at least 500mm beyond the back face of kerb or the edge of road, as applicable.

PSLC 7 TESTING

PSLC 7.2 Compaction Tests

Measurement and payment for density tests on the backfilling, where ordered by the Engineer, will be by number per successful density test reported to the Engineer.

PSLC 7.3 Proving

The requirements of subclause 7.3 will only apply where it is not practicable or possible to visually inspect a road crossing duct.

PSLC 8 MEASUREMENT AND PAYMENT

PSLC 8.2.2 Excavation

Notwithstanding subclause 8.2.2 trench depths for road crossing ducts will be measured from finished road level to the invert of the duct. The Contractor must therefore allow in his rates for trench excavation to deepen the trench to allow for the thickness of the duct and, where necessary, to bed the duct as specified.

Where Intermediate Excavation is not scheduled as an extra-over item the Contractor shall allow in his unit rate for excavation to excavate in material classified as Soft and/or Intermediate Excavation.

PSLE STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1 (a) Precast Concrete Pipes

Pipes shall be reinforced spun concrete pipes of the class specified. Joints shall be either Spigot and Socket or Ogee. Ogee type joints are not acceptable where spigot and socket joints have been specified in the Schedule of Quantities.

Where external rubber collars are specified for Ogee pipe joints the rubber collars shall conform to the following specification:

- (i) be approximately 200mm wide and 6mm thick;
- (ii) be fabricated from material conforming to SANS 924 and possess a shore
- (iii) be able to ensure a tension in the rubber collar adequate to preclude the infiltration of liquids and fine materials.

Where tape is specified for Ogee pipe joints the tape shall be of low density polyethylene coated with a polyisobutylene pressure sensitive adhesive and conform to the following specification:

Overall width	300mm
Overall thickness	0,3mm
Tensile strength	15MPa (Minimum)
Elongation at break	300%
Adhesion to steel	1,5N/mm of width (minimum)
Adhesion to self	1,0N/mm of width (minimum)
Temperature performance	20°C to 60°C

The tape must be applied to a clean concrete surface, free from grease, oil or other contaminants and relatively dry, which has been primed with a suitable, approved, primer evenly applied to the manufacturer's recommended specification. When the primer is dry, but tacky, the tape shall be applied to give a wrinkle free double-wrapped joint. At least 150mm of tape beyond the double-wrap shall be left after the tape has been cut and this is then firmly stuck into position.

PSLE 3.1 (f) Sub-Soil Pipes *(New Clause)*

Sub-soil pipes shall be perforated pitch fibre pipes conforming to SANS 921, or slotted uPVC pipes conforming to SANS 791 or "No Fines" concrete pipes conforming to BSS 1194.

PSLE 3.4 Material for Manholes, Catchpits and Accessories

Add the following under the heading :

"Manholes, catchpits, etc. shall be constructed of brick, cast in-situ concrete or precast concrete sections (cylinders). Details of the precast concrete sections are

as shown on the Employer's Agent's drawings. The material for jointing precast concrete sections shall be 'bitujoint' or a similar approved jointing compound."

PSLE 3.4.1 Bricks

Delete the first sentence, and replace with the following:

"Bricks used in stormwater structures shall be:

Burnt clay engineering bricks, having a nominal compressive strength of 28 MPa, and complying with the requirements of SANS 227."

PSLE 3.4.3 Manhole Covers, Grid Inlets, etc.

Catchpits shall be fitted with precast concrete slabs or precast concrete frames and either precast concrete covers or cast iron covers as detailed on the Employer's Agent's drawings.

Manhole covers and frames in areas not subject to road-traffic loads shall be either precast concrete or medium duty cast iron as detailed on the Employer's Agent's drawings.

PSLE 3.5.9 Composite Drainage System (New Clause)

The fin drain system shall consist of a geonet drainage core and geopipe enclosed within a geotextile filter jacket. The fin drain shall be supplied prefabricated with geopipe for assembly on site. The fin drain shall have a minimum flow capacity of 0,19 ℓ/s per metre (hydraulic gradient of unity and a pressure of 10 kPa) and shall not decrease in thickness by more than 20% under confining pressure of 10 kPa.

(a) Geonet Drainage Core

The core shall be non-corroding, rot-proof and manufactured from low density polyethylene with minimum characteristics as follows:-

Mass	:	822 g/m ²
Thickness	:	5mm
Tensile Strength	:	2,4 kN/m
Discharge capacity	:	3,0 ℓ/sec under 100 kPa at a hydraulic gradient of unity

(b) Drainage Pipe

The geopipe to be used in conjunction with the prefabricated fin drain shall be manufactured from high density polyethylene with not less than 60% of the surface perforated.

PSLE 5 CONSTRUCTION

PSLE 5 Sub-Soil Drains (New Clause)

(a) Stone Drains

Stone drains shall consist of one or more sizes of single-size crushed stone laid in a trench to the cross-section shown on the Employer's Agent's drawing with a uniform slope towards the point of discharge which will normally be a "no-fines" block set in the side wall of a catchpit or manhole.

(b) Piped Drains

Piped sub-soil drains shall consist of a sub-soil pipe as specified under PSLE 2 laid in a trench and backfilled with 10mm nominal sized crushed stone and coarse graded sand all as detailed on the Employer's Agent's drawings.

The drains shall slope uniformly towards the point of discharge which will normally be a catchpit or manhole and the pipe shall be built into the catchpit or manhole.

(c) Geofabric Blanket

Where specified the stone drain and piped drain are to be wrapped in a geofabric blanket as specified under Subclause 3.5 and as detailed on the Employer's Agent's drawings.

PSLE 5.2.2 Pipe Culverts

Add the following:

"Pipes with ogee joints, where they pass under roads and also on curved pipelines in verges, shall be wrapped with two layers of hessian soaked in cementitious grout. The wrapping shall be 400mm wide and placed centrally over each joint.

Unless otherwise stated in the Schedule of Quantities or indicated on the drawing, pipes with ogee joints shall be used.

Butt ended pipes will not be permitted.

Lifting holes should be suitably closed off to prevent the ingress of soil".

Unless otherwise specified concrete stormwater pipes shall be bedded and backfilled to Class 'C' standard and A.C. pipes to Class 'B' standard, as detailed on the Employer's Agent's drawings.

Pipe laying shall commence in any particular section as soon as possible after the excavation has been completed and the trench bottom has been inspected and approved by the Engineer. The Contractor shall meet all costs of operations ordered by the Engineer to remedy defects in the trench caused by lengthy exposure. Backfilling shall not commence until the Contractor has received the authority of the Engineer.

Unless otherwise specified, the joint gaps outside and inside the pipes need not be caulked.

Anchor blocks shall be constructed to details shown on the Employer's Agent's drawings and unless otherwise specified will only be required where the slope of the pipe is 1 in 3 and steeper."

PSLE 5.2.3 Concrete Casing of Pipelines

Where concrete encasement is specified, the pipes shall be encased in 20Mpa concrete to the dimensions and details shown on the Employer's Agent's drawings.

PSLE 5.5 Catchpits, Manholes, Inlets and Outlet Structures

Immediately upon completion of laying a length of drain, the base and a height of each manhole or catchpit, sufficient to protect the pipe and to preclude water or debris from the pipe, shall be constructed.

The Contractor's attention is specifically drawn to the effect of constructing manholes where the pipe on the downstream side has a very steep grade. In such cases, it is necessary to construct a base slab at a lower level in relation to the design invert level than would otherwise be the case and involves also additional concrete to benching or brickwork to chamber walls.

Step irons shall not be required, unless particularly specified on the Employer's Agent's drawings.

PSLE 5.5.4 Manhole Covers and Grids

Delete the contents of this subclause and replace with the following:

"Manhole frames shall be set in a full 13mm thick bed of 1:3 cement: sand mortar and 45° fillets, also of 1:3 mortar, shall be constructed to the edge of the frame.

Unless other specified manhole and grid frames within the road formation shall be tilted to conform exactly to the level and fall of the surrounding formation. In other areas the manhole frames and covers shall normally be set horizontal with the top set 50mm above the highest contiguous ground level."

PSLE 5.5.5 Precast Manholes

Delete the contents of this subclause and replace with the following:

"Precast manholes shall be constructed as detailed on the Employer's Agent's drawings.

Precast sections shall be placed with the male joint upwards and the pipe sections and cover slabs shall be carefully and firmly bedded on a continuous layer of 'bitujoint' or similar approved jointing material so as to ensure a watertight joint of approximately 5mm all round. (For 1066mm diameter sections approximately 1 joint can be made per litre). Before bedding the precast sections the ends shall be coated with a suitable primer for the type of jointing material to be used. After bedding, the joint shall be neatly finished flush with the inner surfaces."

PSLE 5.5.6 Benching

Delete "granolithic plaster" and replace with "concrete topping consisting of a 1:2:3 cement, sand and 7mm stone mix by weight. The sand proportion may be varied between 1,5 and 2,5 to obtain ideal workability."

PSLE 5.8 Installation of Composite Drainage System *(New Clause)*

The geopipe shall be placed at the bottom of the geonet with the channel section of the geopipe as the invert of the drain.

The geotextile filter jacket shall then be wrapped around the geopipe and stapled/joined at 300mm intervals. The complete system shall then be placed in the trench ensuring that during backfilling the fin remains vertical.

PSLE 6 TOLERANCES

PSLE 6.6 Pipes into Manholes/Catchpits
(New Clause)

Pipes may protrude up to 300mm into a manhole/catchpit. This relaxation will only be permitted if the pipe does not have to be cut. The "dead space" formed at the end of the manhole is to be suitably benched off to prevent the collection of silt and rubbish.

PSLE 6.7 "As-Built" Details
(New Clause)

The Contractor shall submit as-built levels, distances between manholes and the grades of pipelines for which he requires payment, at the time he submits his monthly payment claim. A sample form is obtained from the Engineer.

PSLE 8 MEASUREMENT AND PAYMENT

PSLE 8.2.1 (a) Supply, Lay and Joint Pipe Culverts m

Amend the item as above and add the following:

"Irrespective of depth to invert, pipes will be measured in individual sizes and classes per horizontal linear metre from centre to centre of manholes or catchpits or to the end of the pipe at the face of headwalls or similar structures. No deduction will be made for manholes. Connections to existing systems will be measured by number and should include for making good. Rates will include for all costs to supply, lay and joint the stormwater pipes, for all cutting, damage and waste and to clean and inspect the system upon completion.

Unless otherwise specified, progress payments will be made only for completed runs between structures and only after the run has been completely backfilled and the structures completed to sufficient extent to adequately protect the pipeline, as determined by the Employer's Agent."

PSLE 8.2.8 Supply and Install Manholes, Catchpits and the like

The rates for manholes and catchpits shall cover the cost of supplying and installing or laying (as applicable) the units complete as specified under subclause 8.2.8 and as detailed on the Employer's Agent's drawings including for precast concrete frame and cover, and shall also cover the cost of dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavation (see subclauses 8.2.2 and 8.2.3 of SANS 1200 DB). Extra over payments will be made for the following items complete:

- (i) Cast iron frame and cover..... No.
- (ii) Downstream pipe at grade steeper than 1 in 4..... No.
- (iii) Backdrop manholes No.

Progress payments will be for completed manholes and catchpits only.

(d) Sub-soil Drains (state type)..... No.

Where the Engineer directs that sub-soil drains be installed, measurement will be per horizontal linear metre of completed drain to the cross-section specified and the rates will include for supplying, laying, bedding and jointing the pipe where pipes are specified.

PSLE 8.2.8 Supply and Install Manholes, Catchpits, and the like

Delete the words "but excluding excavation and backfilling, which will be measured separately" and replace with "including dealing with any excavation in all materials (including disposal of surplus) which is additional to that measured under the item for pipe trench excavation (see subclause 8.2.3 of SANS 1200 DB)".

PSLE 8.2.13 Composite

Drainage

System..... m
(New Clause)

The composite drain will be measured linearly on slopes overall as laid. No deductions will be made for specials, but deductions will be made for the internal length of manholes. Separate items will be scheduled for different diameters of pipes, where relevant.

The rate shall cover the cost of providing the composite drain and the cost of laying, bedding, backfilling, jointing and making connections into manholes.

PSLE 8.2.14 Breaking into existing manholes m (New Clause)

The rate shall include for all labour and materials required for breaking into, laying of pipe, benching where necessary and making good around the pipe and all necessary reinstatement around the manhole on completion of the connection.

PSM ROADS (GENERAL)

PSM 6 TOLERANCES

PSM.6.4 Level Control of Road Layers
(New Clause)

The Contractor shall submit at the time of requesting acceptance of a road layer a record of the surface levels of that section, taken at metreage intervals to coincide with the level pegs. A sample form is obtainable from the Engineer's Agent.

PSM 7 TESTING

PSM 7.1 General

Add the following :

"The random sampling method of TMH 5, for the spotting of positions, for field density testing will not necessarily be applied by the Employer's Agent's Representative. Density testing shall be carried out where, in his opinion, the density of the compacted layer is suspect. The Contractor shall present the full width of the layer, between the stated linear stake values, for acceptance. Only in exceptional cases will partial widths of layer be accepted for testing."

PSM 7.3 Routine Inspection and Testing

Add to Clause 7.3.2:

"The request for acceptance of a layer shall be submitted in writing, specifying the exact location of the section and type of layer. On receipt of all these details the Engineer's Agent's Representative will arrange for the necessary inspections and tests to satisfy himself that the road layer complies. Testing will be carried out as expeditiously as possible, and the results will be available within 48 hours of receipt of test request. The Contractor shall backfill the test holes left in the layer with a similar material to that of the layer tested and compact the material to a similar density. Concrete shall not be used."

PSM 8 MEASUREMENT AND PAYMENT

PSM 8.2 Inspection and Testing of a Road Layer
(New Clause)

The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer.

PSME SUBBASE

PSME 3 MATERIALS

PSME 3.1.2 Classes of Excavation

Notwithstanding subclause 3.1.2, the definitions of the wording 'efficiently removed' and 'efficiently loaded' given in PSDM shall equally apply to subclauses (a)(1), (b)(1) and (c)(1) of subclause 3.1.2 of SANS 1200D.

PSME 3.2.1 Subbase Material

With reference to Clause d(ii) and d(iii), the regional factor shall be taken as 0,6.

PSME 5 CONSTRUCTION

PSME 5.5.1 Rate of Application

Where stabilization of the subbase is required the type of stabilizing agent and rate of application shall be as stated in the Schedule of Quantities. The rate of application shall be as a percentage, by mass, of the mass of the material to be stabilized measured at maximum dry density.

PSME 5.4.1 Placing

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

PSME 5.4.4 Compaction

Gravel shoulders and gravel wearing courses shall be compacted to at least 95% MDD density.

PSME 5.5.4 Mixing-In of Stabilizing Agent, watering and compaction

Notwithstanding subclause 5.5.4.1 mixing of the material to be stabilized and the stabilizing agent shall continue until the mix is of uniform colour and in the opinion of the Employer's Agent has been thoroughly mixed.

PSME 6 TOLERANCES

PSME 6.1 Dimensions, Levels, etc.

PSME 6.1.1 General

Add the following to Clause 6.1.1:

"For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SANS 1200 MF Clauses 6.1.2 to 6.1.6 inclusive."

PSME 7 TESTING

PSME 7.1 General

PSME 7.1.1 Tests to the Contractor's Account

Unless otherwise specified the Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test results to the Engineer.

The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.

- a) Material imported from outside the Contract Site as subbase, gravel shoulder or gravel wearing course material

One CBR and two indicator tests per 500m³ of compacted material brought on to site. (Beach or river sand will normally be exempted from this requirement). A sample and one CBR and two indicator tests of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

- b) Stabilized material in place

One CBR per 5000m² of completed surface area stabilized with a stabilizing agent other than cement.

One UCS per 5000m² of completed surface area stabilized with cement.

- c) Compacted subbase, gravel shoulder or gravel wearing course

One density and moisture content per 500m² of compacted subbase, gravel shoulder or gravel wearing course, as applicable.

Should any of the tests referred to in b) and c) above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.

PSME 7.1.1 Tests to the Employer's Account

Where CBR, indicator tests and the like are required on natural material from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer. Payment for such tests will be per sample tested and reported to the Engineer.

PSME 7.2.2 Routine Inspections and Testing

The Employer's Agent shall have free access to the site and will undertake inspections of the work in progress to ascertain compliance with the specifications. The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.

Notwithstanding subclause 7.2.2 the Employer's Agent may require additional tests to those specified in clause PSME 7 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

Permissible deviation from specified MDD densities when materials are tested at OMC shall be -0% with no top limit.

PSMF BASE

PSMF MATERIALS

PSMF 3.1.2 Classes of Excavation

Notwithstanding subclause 3.1.2, the definitions of the wording 'efficiently removed' and 'efficiently loaded' given in Clause PSDM shall equally apply to subclauses (a)(1), (b)(1) and (c)(1) of subclause 3.1.2 of SANS 1200D.

PSMF 3.3.2 Graded Crushed Stone

Add the following to Clause 3.3.2 after the words SANS 1083 "for 37,5mm stone".

**PSMF 3.3.6 Properties of Graded Crushed Stone and Graded Crushed Stone with Fines
(New Clause)**

In addition to the requirements of subclauses 3.3.2 and 3.3.3 the minimum CBR at 98% MDD density of graded crushed stone and graded crushed stone with fines shall be 80%.

PSMF 5.4.1 Placing

Notwithstanding subclauses 5.4.1 and 5.6.1 the base shall not be placed until the subgrade or sub-base layer, as applicable, has been inspected and approved by the Employer's Agent.

PSMF 5.4.4.2

Compaction

Delete "98%" and replace with "100%."

PSMF 5.4.3 Graded Crushed Stone and Graded Crushed Stone with Fines

Add the following :

- c) Where it is found necessary, after compaction, to add material to the base the full depth of crushed stone shall be scarified before adding the material and thereafter the whole layer shall be mixed and re-compacted in one operation.

PSMF 5.5 Stabilization

Where stabilization of the base is required the type of stabilizing agent and rate of application shall be as stated in the Schedule of Quantities. The rate of application shall be as a percentage, by mass, of the mass of the material to be stabilized measured at maximum dry density.

PSMF 6 TOLERANCES

PSMF 6.1.5 Cross-section

Delete "25mm" from Clause 6.1.5 and replace with "15mm".

PSMF 7 TESTING

PSMF 7.1 General

PSMF 7.1.2 Tests to the Contractor's Account

Unless otherwise specified the Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test results to the Engineer. The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.

a) Natural gravel, processed gravel and crushed stone imported as base material

One CBR and two indicator tests per 5000m² of compacted material brought on site. A sample of one CBR and one indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

b) Stabilized material in place

One CBR per 5000m² of compacted gravel base stabilized with a stabilizing agent other than cement.

One UCS per 5000m² of compacted gravel base stabilized with cement.

c) Aggregate crushing value (ACV)

One ACV test per 3000m³ of compacted material brought on site. One ACV test result shall be submitted to the Engineer for approval prior to the commencement of importation.

d) Flakiness

One flakiness index per 3000m³ of compacted material brought onto site. One flakiness index test result shall be submitted to the Engineer for approval prior to the commencement of importation.

e) Compacted base

One density and moisture content per 500m² of compacted base.

Should any of the tests referred to in b) and e) above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.

PSMF 7.1.3 Tests to the Employer's Account

Where CBR, indicator tests and the like are required on natural gravels from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer. Payment for such tests will be per sample tested and reported to the Employer's Agent.

PSMF 7.3.2 Routine Inspections and Testing

The Employer's Agent shall have free access to the site and will undertake inspections of the work in progress to ascertain compliance with the specifications. The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.

Notwithstanding subclause 7.3.2 the Employer's Agent may require additional tests to those specified in clause PSMF 7 above. Where such additional tests prove

compliance with the specification, the costs will be met by the employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

The permissible deviation from specified MDD densities when materials are tested at OMC shall be -0% with no top limit.

PSMF 7.3.2 Routine Inspection and Testing

Delete Clause 7.3.2 and replace with the following:

“The density measured at all test holes shall be a minimum of the density specified for the lot to be acceptable”.

PSMG BITUMINOUS SURFACE TREATMENT

PSMG 3 MATERIALS

PSMG 3.1 Prime

Unless otherwise specified in the Schedule of Quantities or approved by the Employer's Agent the prime shall be a cutback bitumen grade MC-30 complying with SANS 308.

PSMG 3.3 Bituminous Binder

The bituminous binder shall be as specified in the Schedule of Quantities.

PSMG 3.4 Bituminous Binder

The bituminous binder shall be as specified in the Schedule of Quantities.

PSMG 3.6 Aggregate

Grade 1 aggregates shall be used.

PSMG 5 CONSTRUCTION

PSMG 5.2 Prime Coat

Where difficulty is experienced in obtaining satisfactory penetration of the prime (such as may be the case with a natural gravel base) the Employer's Agent may instruct the Contractor to add up to 10% of power paraffin to the prime. Where power paraffin is added the rates of application shall be increased so that the application of nett bitumen remains as specified.

PSMG 7 TESTING

PSMG 7.1 Initial Testing

In addition to the test testing of materials and binder, the contractor shall, at his own cost, provide the following information to the Employer's Agent for determination of the seal design:

- 1) ALD's of the surfacing aggregate.
- 2) Ball penetration test results at a minimum of 1 test per 200m.
- 3) Surface texture (sand Patch) at a minimum of 1 test per 500m

These test results shall be supplied to the Employer's Agent a minimum of 3 weeks before the commencement of the construction of the seal.

PSMG 8 MEASUREMENT AND PAYMENT

PSMG 8.4.14 Power

Paraffin

..... ℓ

The unit of measurement for power paraffin added to the prime as described in clause PSMG 5.2 shall be the litre.

The rate shall cover the cost of supply, transport, measuring and adding the power paraffin to the prime and for carrying out all processes necessary for the proper execution of the work.

PSMH ASPHALT BASE AND SURFACING

PSMH 3 MATERIALS

PSMH 3.1 Prime

Unless otherwise specified in the Schedule of Quantities or approved by the Engineer the prime shall be a cutback bitumen grade MC-30 complying with SANS 308.

PSMH 3.4.2 Surfacing

Unless otherwise specified the bituminous binder for the road surfacing (or wearing course) shall be a bitumen of grade 50/70 pen. or 70/100 pen. complying with the requirements of SANS 307.

PSMH 3.5.6 Grading and Mix Proportions

Amend the heading as above

The grading and mix proportions for the continuously graded asphalt shall be as follows, superseding Table 2 and subclauses 8.1.5 and 8.1.6.

Grading Limits for Combined Aggregate and Mix Proportions for Asphalt Surfacing

Continuously Graded			
Sieve Size	Coarse	Medium	Fine
(mm)	% Passing Through Sieve by Mass		
26.500	85 – 100	-	-
19.000	71 – 84	-	-
13.200	62 – 75	100	-
9.500	62 – 76	82 – 100	100
4.750	42 – 60	54 – 75	64 – 88
2.360	30 – 48		
1.180	22 – 38	27 – 42	35 – 54
0.600	16 – 28	18 – 32	24 – 40
0.300	12 – 20	11 – 23	16 – 28
0.150	8 – 15	7 – 17	10 – 20
0.075	4 – 13	4 – 10	4 – 12
Nominal Mix Proportions			
Aggregate	94%	94%	93%
Bitumen	5.5%	5.5%	6.0%
Active Filter	1%	1%	1%

PSMH 4 PLANT AND EQUIPMENT

PSMH 4.2 Binder Distributor

Add to Clause 4.2:

"The Employer's Agent may in certain instances authorise the application of the prime coat by means of a hand operated sprayer. The Contractor shall submit, in writing, his intended methods to ensure that the temperature and rate of application requirements will be achieved, before authority is given. The continuation of this authority is dependent upon satisfactory results being achieved."

PSMH 5 CONSTRUCTION

PSMH 5.1.1

Preparation of Surface

Add to subclause (b) :

Where the previously primed surface has become unsuitable the Engineer's Representative may order a tack coat to be applied prior to the bituminous surface being applied."

PSMH 5.1.5.1 Prime and Tack Cost

Add new Clause

"When the moisture content of the upper 50mm of the base course is greater than 50% of OMC."

PSMH 5.5.2 Marshall Criteria

The properties of the asphalt shall conform to the table below, superseding Table 6 and Table 7 as appropriate.

Asphalt Mix Requirements: Base and Surfacing

Property		Continuous	Continuous
Marshall Stability	kN	8 – 18	8 – 18
Marshall Flow	mm	2 – 6	2 – 6
Stability/Flow	kN/mm	2,5 (min)	2,5 (min)
VMA	%	14 (min)	15 (min)
VFB	%	65 – 75	65 – 75
Air voids	%	4 – 6	4 – 6
Indirect tensile strength @ 25°C	kPa	1000 (min)	> 1000 (min)
Dynamic Creep Modulus @ 40°C	MPa	20 (min)	20 (min)
Modified Lottmann	TSR	0,8 (min)	0, 8 (min)
Air permeability @ 7% voids	cm ²	1 x 10 ⁻⁸	1 x 10 ⁻⁸
Binder film thick	.001mm	5,5 – 8,0	5,5 – 8,0
Filler/bitumen ratio	-	1,0 – 1,5	1,0 – 1,5

PSMH 5.1.5.2 Asphalt

Add the following :

“Any asphalt which, in the opinion of the Employer’s Agent, has not been properly compacted prior to rain falling on it shall be cut out and replaced at the expense of the Contractor.”

PSMH 5.6.5 Transportation of the Mixture

The asphalt shall be completely covered with tarpaulins or other suitable material to protect the mixture from the weather and to prevent loss of heat during transportation.

PSMH 5.5.7.1 Approval of Mix

The Contractor shall, at least 3 weeks before delivery of materials, submit to the Employer’s Agent for his approval his mix design proposals and, if requested, samples of the aggregates, filler materials and bituminous binder he proposes to use in the mix.

The Employer’s Agent may further require the Contractor to manufacture and place, on an approved portion of the roadworks, one or more trial mixes, which will be paid for at the tendered rate.

PSMH 5.8 Compaction

Notwithstanding the general requirements listed under subclause 5.8 which apply to rolling and compaction the following requirements shall also apply.

- f) Rollers and other heavy equipment shall not be allowed to stand on recently laid asphalt.
- g) No traffic shall be allowed on any section of completed asphalt until the day after it has been laid.

PSMH 6 TOLERANCES

PSMH 6.3.5

Cross-section

Add to Following :

“The height of the edge of completed surfacing shall be not less than 5mm and not more than 10mm ABOVE the level of channelling.

Notwithstanding these allowances, at no place shall the level of the top of the asphalt surface fall below that of the adjacent low side concrete channel”.

PSMH 6.3.6 Smoothness

Unless otherwise specified on the drawings, smoothness shall be to Degree of Accuracy III.

PSMH 7 TESTING

PSMH 7.2.4

Density Testing

Delete the second sentence, viz.:

"Not moredensity"

and replace with:

"The density of all cores shall be equal to, or greater than the 95% Marshall Density, for the lot to be acceptable."

PSMH 8 MEASUREMENT AND PAYMENT

PSMH 8.4.2

Computation of Quantities

Add the following :

"Notwithstanding the provisions of this clause, the unit of measurement for asphalt surfacing shall be the square metre of surface area."

PSMH 8.4.2 Computation of Quantities

Notwithstanding the provisions of subclause 8.4.2, asphalt complying with the specifications shall be measured by the ton as follows.

a) Overlays on existing roadways and specified levelling courses

Measurement shall be by weighbridges certificates submitted to the engineer on delivery of the asphalt.

b) Asphalt base and wearing course laid on supporting road layerworks constructed by the contractor.

Measurement shall be by weighbridges certificates submitted to the engineer on delivery of the asphalt, subject to the following limitations.

The tonnage measured shall not exceed the product of:

- (i) the nett roadway area receiving the asphalt layer,
- (ii) the thickness of the asphalt layer, and
- (iii) The in place compaction density achieved

The thickness of the asphalt layer is defined as the stated nominal thickness plus 15% additional up to a maximum of 7,5mm additional thickness. Where multiple asphalt layers are specified, the 15% additional shall be applied to the layers individually. However, the total cumulative additional thickness shall not exceed 7,5mm on any section of roadway where multiple asphalt layers are specified.

The computation of limiting tonnages shall apply to each individual section of roadway.

No measurement or payment will be made for asphalt not complying with specifications.

PSMJ SEGMENTED PAVING

PSMJ 3 MATERIALS

PSMJ 3.1.1 General

Concrete blocks as supplied shall be free from ALL cracks.

The exposed surface of no more than 2 blocks per square metre of completed paving shall have ANY chip, spall or protuberance.

Samples of the specified class, strength and type of block to be used on this Contract shall be submitted to the Engineer for his approval before any units are delivered to site. The wearing surface texture of the blocks shall be slightly rough but dense and uniform.

PSMJ 5 CONSTRUCTION

PSMJ 5.1 Preparation

The subbase shall be approved by the Employer's Agent prior to the spreading of bedding sand.

PSMJ 5.3 Placing and Compacting of Sand Bed

Notwithstanding subclause 5.3 the sand bed shall be screeded between screed rails set to precise levels. Care is to be taken to avoid uneven compaction of the screeded sand and workmen shall not be permitted to walk over the screeded area either during or after the screeding operation.

The sand shall be screeded to a surcharge level to allow for compaction. In order to establish the correct level an allowance of 1,4 x compacted thickness is generally of the right order but to ensure that the surcharge is correct the final road level shall be checked after the first few metres of blocks have been laid and vibrated into place. If the level is incorrect the blocks must be lifted and the sand raked and re-screeded to achieve the correct level.

To help maintain uniformity the sand shall be obtained from a single source and allowed to drain before use and shall be covered over to minimise moisture changes.

PSMJ 5.4 Laying of Units

At the start of the laying operation extra care shall be taken to ensure that the first blocks are laid at the correct angle and hard up against a firm starting edge such as a kerb or channel.

The order of laying must ensure that the blocks can be placed easily and in such a way that it is not necessary to force a block between blocks already laid.

Each block shall be placed firmly against its neighbours, being held slightly above the laying course so as not to disturb the bedding sand until the block is in its correct position. (Care must be taken not to tilt the blocks on the leading edge by standing on them). Any cracked or damaged blocks shall be rejected and carted away from the work area.

To ensure continuity of pattern, careful setting out must be done and stringlines set up, particularly around obstructions.

PSMJ 5.5 Filling Gaps in Unit Pattern

Where the minimum dimension of a gap is less than 20mm the gap shall be filled using 1:4 cement : sand mortar instead of 15 MPa concrete.

Concrete or mortar filled gaps may be used along edge restraints or against obstructions, but are not acceptable in the carriageway itself. Where a gap in the carriageway is unavoidable due to unusual shapes or obstructions, the following procedure must be used. Cutting of blocks must commence a sufficient distance from the gap such that standard width joints can be achieved without using any blocks of less than $\frac{2}{3}$ of a full block length or width.

PSMJ 7 TESTING

PSMJ 7.4.1 Wet Strength Test

Before acceptance of block paving, the following number of compressive tests shall be approved by the Employer's Agent.

For paved areas up to 100m ²	:	6 No. Tests
For paved areas between 100 and 500m ²	:	12 No. Tests
For paved areas greater than 500m ²	:	12 No. Tests per 500m ²

Where test results in accordance with SANS 1058, have been delivered to the Employer's Agent by the manufacturer for production batches, the number of samples from site may be reduced as determined by the Employer's Agent.

PSMK KERBING AND CHANNELLING

PSMK 3 MATERIALS

PSMK 3.1 Concrete

Add the following :

"The Contractor shall submit his design mix and the proposed slump for the concrete to be extruded at least three weeks before kerbing operations are scheduled to commence.

It shall also be incumbent on the Contractor to make up a trial mix well in advance of the scheduled commencement of kerbing operations, and to cast a minimum of 6 cubes for testing purposes.

Two cubes shall be crushed at 7 days, 14 days and 28 days.

No extruded concrete kerbing and channelling shall be placed until the Contractor has satisfied the Employer's Agent as to the suitability of the mix and the Employer's Agent has received at least the 7 and 14 day test results.

The cost of preparing test specimens and testing the trial mix shall be borne by the Contractor."

PSMK 3.5 Expansion Joint Sealant

The filler board for expansion joints in kerbing shall consist of a 13mm thick bitumen impregnated soft board.

Expansion joints in all concrete kerbing and channelling shall be provided at 20m intervals and shall be constructed of filler board, as specified in clause PSMK 2, followed by a 10mm deep joint sealant (refer clause PSMK 3) which shall be finished flush with the kerb face.

Notwithstanding subclause 3.5 the sealant for expansion joints in kerbing shall consist of a gun grade joint sealing material such as "Plycol 327" or similar approved and shall be grey in colour.

PSMK 3.8 Curing Compound

Add the following at the end of the sentence :

"and be a resin based white pigmented type."

PSMK 3.9 Bedding Material

Notwithstanding the contents of Clause 3.9, a 1:8 cement sand mix shall be used or if the layer is more than 30mm thick a strength concrete of Grade 20."

Notwithstanding subclause 3.9, where specified, concrete shall be used as bedding material for precast concrete kerbing and channelling. The concrete grade and thickness of bedding material shall be as shown on the drawings.

PSMK 5 CONSTRUCTION

PSMK 5.1 Excavation and Bedding

Delete the first paragraph viz. "Trenches for grade."

PSMK 5.2 Precast Concrete Kerbing and Channelling

Add in second line "10mm to" before "50mm".

Delete in the last paragraph from "the kerbs shall" to "15 MPa and."

PSMK 5.2.1 Precast Concrete Kerbing and Cast-in-situ Concrete Channelling

(New Clause)

After the precast kerbs have been laid the formwork for the channelling shall be set up. Expansion joints shall be allowed for at approximately 8 metres intervals, i.e. opposite the joint between the kerbs. The principles of Clause 5.4 shall apply to the construction of cast-in-situ channelling.

PSMK 5.4 Cast-In-Situ concrete kerbing and channelling

Cast-in-situ concrete kerbing and/or channelling shall be monolithic i.e. cast in one operation and plastering or the addition of a mortar paste topping will not be permitted.

PSMK 5.8 Machine Placed (Extruded) Kerbing and Channelling

Before commencing kerb laying on the site, the first 50m length of kerb and channel to be constructed shall be regarded as trial kerb and channel. The Contractor shall demonstrate in the trial length the methods he proposes to use for the construction of the kerb and channel, including joints, texturing, the achievement of a smooth surface and dense fully compacted concrete. It may be constructed either in the recognised position in a road or elsewhere on the site in which case it shall be demolished, broken out and removed at the Contractor's expense.

The trial kerb and channel shall be constructed with the plant and equipment to be used on the works and the equipment's motion forwards and the handwork carried out on the extruded section shall be so controlled and used as to produce a kerb and channel to the shape, lines and levels specified.

The time taken to lay the test strip shall be recorded, which in the event of acceptance, shall be used to calculate a rate of extrusion which shall not be exceeded without the permission of the Employer's Agent.

If the concrete in the trial strip fails to meet the test requirements, the Contractor may, at his own cost, cut further cores from the kerb and or channel up to a maximum of one core per 100m length. The strengths obtained on such cores, together with those tested on the instruction of the Employer's Agent, shall be used to test compliance with the strength requirements.

The Contractor may, unless advised of any deficiencies in the trial kerb and channel, proceed with kerbing as soon as acceptable core test results are obtained.

In the event of deficiencies in the trial kerb and channel, the Contractor shall, at his own expense, demolish the rejected sections and remove to the designated tip site and repeat the 50m long trial strip. This process shall be continued until the Contractor has produced kerb and channel in accordance with this specification. He may then proceed with kerb and channel construction proper. Any unacceptable trial length shall be broken out and removed to spoil, at the Contractor's expense before any subsequent trial length is permitted to commence.

Core test holes shall be filled with 30 MPa concrete mixed with a suitable adhesive compound.

No other means of testing the concrete will be considered and any kerb or channel not complying with all the requirements of the specification shall be broken out, removed to spoil and replaced at the Contractor's own expense.

The Contractor shall ensure that no change of circumstances or conditions is made to jeopardise the quality of the kerb and channel under construction. If, in the opinion of the Employer's Agent, this does occur, he may order the construction of a further trial length of 50m of kerb and channel in accordance with the requirements of this specification. Work on the kerb and channel proper shall not proceed until a trial strip has been constructed in accordance with the requirements of this specification. No claims for delays will be considered by the Employer's Agent on account of further trial lengths of kerbing being ordered.

PSMK 5.8.3 Subbase Preparation

Delete in the first line from: "500mm beyond" to "as relevant" and replace by "150mm beyond the back face of the kerb."

Note this dimension applies to the compaction width required for the road layer.

Immediately prior to placing concrete for machine placed (extruded) kerbing and channelling, the subbase or base, as applicable, shall be swept clean of all loose or foreign matter and shall be dampened.

PSMK 5.10 Protection

Where concrete kerbing and channelling is installed prior to road layerworks a curing time of at least 7 days (refer subclause 5.8.5) must be allowed and backfilling behind the kerb shall have been completed to the density specified for verge compaction before layerworks are commenced.

Cement washing over discolored sections of kerbing and channelling will not be acceptable.

PSMK 5.13 Junction with existing Kerb And Channel

(New Clause)

The Employer's Agent shall state in each case the length of existing kerb and channel to be removed. The exposed road layer surface shall be made good before proceeding.

Each uninterrupted length of kerbing shall be placed in one continuous operation in order to avoid joints. Where it is necessary to join make-up sections the kerbing shall be cut vertically and a light tack coat of 60% cationic emulsion shall be applied before butting the new kerbing.

Immediately after the kerbing has hardened, backfill shall be placed and compacted to the density specified for completed verges.

PSMK 7 TESTING

PSMK 7.2.1 Cast-in-situ and Extruded, Kerbing and Channelling

The Contractor shall take a set of 3 cubes of nominal size 150mm for every day's pour, every 20m³ of concrete poured or every 500m of kerbing and channelling cast-in-situ or extruded, whichever gives the greater number of cubes.

These shall be tested by an approved laboratory at the contractors cost.

Results of cube tests shall be handed to the Employer's Agent not later than 3 days after crushing.

This shall apply even if the concrete is supplied by a 'ready-mix' supplier.

Should the Employer's Agent reject any portion of kerbing or channelling for suspected lack of strength the Contractor may elect to provide core tests undertaken in accordance with SANS Method 865. Such core tests will be taken as conclusive evidence of in-situ concrete strength.

PSMK 8 MEASUREMENT AND PAYMENT

PSMK 8.1 Basic Principles

The unit rate for cast-in-situ and extruded kerbing and channelling shall include for all costs associated with testing as specified herein.

Delete the second sentence of Clause 8.1.1 and replace by: "Deduction from the linear length of the kerbing will be made for transition kerb and channel, catchpit structures and motor-slopes. These items will be measured separately."

PSMK 8.2.14 Junction with Existing Kerb and ChannelUnit : m (New Clause)

The unit of measurement for tying new kerb and channel into existing shall be per metre and shall include for all labour and materials necessary to comply with Clause PSMK 5.13 and to complete the junction.

PSMK 8.2.15 Motor Slopes (New Clause)

- a) Standard Residential Motorslopes, with 3m ramps, as detailed on Drawing No PSMK 7/6..... Unit : No.
- b) Extra-over for additional ramp widthUnit : m

The rate shall cover the cost of supplying subbase quality material from commercial sources, placing to the required levels, watering and compacting to 95% MDD density, supplying and placing the concrete, forming of joints, screeding and finishing to the required levels.

PSMK 8.2.16 Pedestrian Ramps

(New Clause)

- a) Pedestrian Ramps, with floated concrete finish, as shown
on Drawing No PSMK 7/7 Unit : No
- b) Pedestrian Ramps, with "bubble block", as shown on
Drawing No PSMK 7/7 & 7/8 Unit : No

The rate shall cover the cost of supplying subbase quality material from commercial sources, placing to the required levels, watering and compacting to 95% MDD density, supplying and placing the concrete, forming of joints, screeding and finishing to the required levels.

PSMM ANCILLARY ROADWORKS

PSMM 3 MATERIALS

PSMM 3.1.1 Guardrails

Guardrails and endwings shall be manufactured from plain carbon steel and have a hot-dip galvanized zinc coating finish all in accordance with the requirements of SANS 1350.

Unless otherwise specified guardrails shall be terminated using Type 1(a) Standard endwings.

PSMM 3.1.2 Posts and Spacer Blocks

Timber posts and spacer blocks shall be manufactured from Strength Group B hardwood and, where necessary, the 'nailing and stapling' method of banding shall be used. Unless otherwise shown on the drawings timber posts shall be 2,0 metres in length, and shall have a single 20mm diameter bolt hole drilled through the post 200mm below the highest point of the dome or roofing cut, as applicable.

PSMM 3.2.3 Bolts, Nuts, Washers and Rivets

Where a road traffic sign is to be supported on a single timber pole 2 x 10mm (minimum) diameter bolts shall be used to fix the sign to the support.

PSMM 5 CONSTRUCTION

PSMM 5.3.2 Surface Preparation

The painting of road markings shall not be carried out sooner than two weeks after completion of the bituminous surfacing.

PSMM 5.5 Street Name Boards

(New Clause)

Poles shall be erected at the positions shown on the drawings and name blades attached as ordered. The correct spelling of the names of the streets, etc. to appear on the blades will be supplied in writing by the Employer's Agent.

C3.4: CONSTRUCTION: PART C – PARTICULAR SPECIFICATIONS

The following Particular Specifications are applicable to this contract

- PA : Quality Assurance and Quality Control
- PB : Grassing
- PC : Works to be executed in terms of the Expanded Public Works Programme (EPWP)
- PD : Project Health and Safety Specification

PA: QUALITY ASSURANCE AND QUALITY CONTROL

PA 1 SCOPE

This specification covers the implementation of a quality control and quality assurance system to ensure full compliance with the specification throughout the duration of the Contract. The quality control program shall further serve to provide the basis of measurement of the quantities to prevent wastage of specialised materials.

PA 2 DEFINITIONS

W : Witness Point
H : Hold Point
RD : Record Data
A : Activity
Sign : Signature
Eng : Engineer or Engineer's Representative / Employer's Agent
Con : Contractor's Quality Control Inspector

PA 3 QUALITY PLAN

The quality plan for each specified activity shall be carried out as per the quality plan schedules given below and shall be controlled and signed off by a person appointed for and dedicated to the implementation of the Quality Plan.

No work shall commence without the approval of a Quality Plan by the Employer's Agent.

PA 3.1 EARTHWORKS : ROADWORKS

Activity	Acceptance	W	RD	H	Signature	
					Co n	En g
Approval of contract quality plan	Project Spec, SANS 1200			H		
Approval from Engineer for spoil site	Project Spec, SANS 1200			H		
Approval of master drawing register	Drawing Register			H		
Confirm existing services	Project Spec, SANS 1200			H		
Approval of materials	Project Spec, SANS 1200			H		
Survey and setting out	Project Spec, SANS 1200			H		
Clearing and grubbing	Project Spec, SANS 1200			H		
Confirm roadbed preparation	Project Spec, SANS 1200			H		
Approval of roadbed preparation	Project Spec, SANS 1200			H		
Approval of subgrade	Project Spec, SANS 1200			H		
Approval of subbase	Project Spec, SANS 1200			H		
Approval of kerbing	Project Spec, SANS 1200			H		
Approval of base	Project Spec, SANS 1200			H		
Approval of surfacing	Project Spec, SANS 1200			H		
Approval of mix design / seal design	Project Spec, SANS 1200			H		
	Project Spec, SANS 1200					
	Project Spec, SANS 1200					
Verify final quantities	Topographical Survey			H		

PA 3.2 STORMWATER PIPES

Activity	Acceptance	W	RD	H	Signature	
					Co n	En g
Approval of contract quality plan	Project Spec, SANS 1200			H		
Approval of master drawing register	Drawing Register			H		
Approval of materials	SANS 1200A 3.1			H		
Survey and setting out	Project Specification			H		
Clearing and grubbing	Project Spec, SANS 1200			H		
Expose Existing Service (if applicable)	Project Spec, SANS 1200			H		
Inspect pipes for any defects.	No damage to concrete			H		
Inspection of trenches (sides, alignment and bottom)	Project Spec, SANS 1200			H		
Inspect bedding	Project Spec, SANS 1200			H		
Commence backfilling in layers and compact	Project Spec, SANS 1200			H		
Reinstatement	Project Spec, SANS 1200			H		

PA 4 MEASUREMENT AND PAYMENT

No additional payment will be made for preparing, confirming and maintaining / managing the QA Plan. The Additional cost (if any) shall be deemed to be included in the rates for the relevant work items.

PB: LANDSCAPING AND GRASSING

PB1 SCOPE

This specification covers the requirements for topsoiling and grassing required for reservoir embankments, reinstatement of sensitive areas around structures and along pipeline routes where indicated on the drawings and schedule of quantities.

PB2 SUPPORTING SPECIFICATIONS

The following Specifications shall, inter alia, form part of this Particular Specification:

SANS 1200 DM	:	Earthworks (Roads, Subgrade)
SANS 1200 D	:	Earthworks
SANS 1200 DA	:	Earthworks (Small Works)
SANS 1200DB	:	Earthworks (Pipe Trenches)

PB3 MATERIALS

PB3.1 Topsoil

Quality

Topsoil should be a good quality sandy loam with a clay content of approximately 10% and with a ph of 6.5 – 7.0. Topsoil must be free of any harmful salts, substances and weeds. No soil particles and stones larger than 20mm will be accepted in any ratio in the topsoil.

Topsoil to be obtained from commercial sources.

Soil Tests

A typical sample of the topsoil to be used on the site shall be tested for free nutrient availability, water retention, organic content and ph value. The landscape Contractor shall undertake similar analysis of "in situ" soil after spreading. The soil analysis report together with soil improvement recommendations (if required for normal horticultural use) is to be submitted to the Landscape Designer for approval.

PB3.2 Fertilizer

The type of fertilizer used shall be one or more of the following:

- a) 2:3:2(30)Zn
- b) Limestone Ammonium-Nitrate
- c) Agricultural Lime
- d) Super Phosphate

PB3.3 Kikuyu Lawn by Turf (Instant Lawn)

Should the turf be from a source unknown to the Engineer, the Contractor shall supply a sample of the turf he intends using, for the Engineer's approval. All turves used on the site shall be of a similar type to the approved sample.

The grass shall be of close texture, of even density and green in colour. The turves should be sufficiently fibrous for turves to hold together when handled; excess fibre or mat is to be avoided. The grass shall have been closely mown to a maximum length of 25mm. It shall not be infected with pests or diseases.

Turves should be of rectangular shape, and of uniform thickness.

PB3.4 Grass Cuttings

Grass cuttings shall be of an approved type of local Kweek or Kikuyu showing strong growth tendencies.

PB3.5 Anti-Erosion Compounds

Anti-erosion compounds shall consist of a plastic material in dispersion which can be sprayed on the soil to bind and protect it against erosion, such as "Surfsol" or a similar approved compound.

PB 3.6 Grass Runners

Vegetation, as directed by the Engineer, such as local grass or sour fig, etc. showing strong growth tendency, shall be planted into the completed surfaces of topsoiled areas. The runners shall be planted approximately 75 mm deep at 225 mm centres and in rows 300 mm apart. The soil shall be filled over the runners and firmly tamped, leaving one end of each runner projecting slightly above the surface. On completion of planting, the planted area shall be neatly trimmed and an approved fertilizer applied at the rate recommended by the manufacturer. Thereafter the planted area shall be well watered. The Contractor shall ensure that, up to the date of final approval certificate, the planted areas are not permitted to dry out. Any runners which fail to grow during this period shall be immediately replaced with fresh runners until full cover is obtained.

PB 4 PLANT

PB4.1 Topsoiling and Grass Planting

Except for vehicles necessary for carting topsoil and grass cuttings to the work areas the spreading of topsoil and planting of grass cuttings, etc., shall be done manually.

PB5 CONSTRUCTION

PB5.1 Topsoiling

The surface to be topsoiled shall be prepared by trimming to a semi-rough surface finish, essential for the proper placing of topsoil.

Material for topsoiling shall be recovered from stockpiles, formed as part of site preparation, or imported from commercial sources as directed by the Engineer.

The topsoil shall be spread to cover the whole surface area forming a loose layer of topsoil nowhere less than 100mm in thickness measured after trimming.

The transport of topsoil to be included in the supply rate of the topsoil and all haulage will be regarded as free haul.

After completion of topsoiling the Contractor shall protect and maintain the topsoiled areas and bear all costs involved in repairs to damaged work.

PB5.2 Grassing

Grassing shall be carried out at the earliest convenient stage in the construction programme and be arranged to suit seasonal weather conditions.

Full responsibility for the establishment and maintenance of the grassed areas shall rest with the Contractor until the end of the maintenance period.

PB5.2.1 Grass by Turf (Instant Lawn)

Preparation

All areas to be turfed are to be cultivated to a depth of at least 100mm, cleared free of rubbish and weeds, and brought to a fine tilth.

Before turfing, 2:3:2 fertilizer shall be raked into the top 100mm at a rate of 1kg per 10m² as the final tilth is reached. Before turfing, all lawn areas shall be moistened.

Laying

Any turf brought to the site or laid prior to the approval of the Engineer, shall be deemed to be brought on or laid, at the Contractor's risk, and he will be instructed to lift or cart away such turf off the site, and replace or re-lay at his own expense unless instructions to the contrary be given by the Engineer.

Turf shall not be laid within 300mm of any tree trunk.

Turf areas adjoining buildings, boundary walls or fences shall be taken to the faces of these structures to give complete soil coverage.

No turf shall be laid until the topsoiling in whole or part has been satisfactorily completed by being brought to an even tilth and firmness. The turves shall be laid on prepared soil beds and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork), closely butted and to the correct levels. Where necessary, the turves should be lightly and evenly firmed with wooden beaters, the bottom of the beaters being frequently scraped clean of soil or mud.

The finished level of the turf should conform to the levels indicated, allowing for final settlement. Turves may be lightly rolled with a roller not exceeding 20kg to achieve final levels, but under no circumstances may a heavy roller be used except where authorized by the Engineer.

Watering

Damage or failure due to neglect of watering shall be the responsibility of the Contractor. Any scorched or wilted turf shall be replaced at the Contractor's own expense.

PB6 TOLERANCES

PB6.1 Topsoil

Topsoil in the loose shall nowhere measure less than 100mm in thickness after trimming.

PB6.2 Grass by Turf (Instant Lawn)

Grass placing should be directly next to each other.

PB7 TESTING

PB7.1 Grass by Turf (Instant Lawn)

Success of placing grass by turf will be determined by the achievement of satisfactory cover, defined as living grass.

PB8 MEASUREMENT AND PAYMENT

PB8.1 Topsoiling

Topsoiling will be measured in square metres (m²) of slope area covered.

The rate shall cover the supply of topsoil from stockpile or commercial sources, transport, spreading in a manner described, trimming and finishing.

PB8.2 Grass by Turf (Instant Lawn)

The work in planting instant lawn will be measured in square metres (m²) of area effectively covered with a satisfactory cover of living grass.

Measurement will be on a tentative basis until the final measure at the end of the maintenance period, payment being made as follows :

- a) As a progress payment of 60 percent of the tendered rate, over the area planted, on completion of the work; and
- b) As a final payment at the end of the maintenance period at the full tendered rate over the area covered by a satisfactory cover of grass.

The rate shall cover the supply of grass (grass type as specified in the schedule of quantities) and fertilizer, preparation, application of fertilizer, planting and for the maintenance (as per PB9) of the planted area.

PB8.3 Grass by runners

The work in planting runners will be measured in square metres (m²) of area effectively covered with a satisfactory cover of living grass.

Measurement will be on a tentative basis until the final measure at the end of the maintenance period, payment being made as follows :

- a) As a progress payment of 60 percent of the tendered rate, over the area planted, on completion of the work; and
- b) As a final payment at the end of the defects liability period at the full tendered rate over the area covered by a satisfactory cover of grass.

The rate shall cover the supply of grass runners and fertilizer, preparation, application of fertilizer, planting as per PB 3.6 and for the maintenance (as per PB9) of the planted area.

PB9 MAINTENANCE

The Contractor shall continuously maintain all areas included in the contract during the progress of work, the maintenance period, and until final acceptance of the work.

PB9.1 Lawn

All lawn areas shall be fed every 6 weeks during the maintenance period with a dressing of 3:2:1 (28) fertilizer, 600kg/Ha.

Other maintenance shall consist of watering – 35mm precipitation per week, weeding, cutting, repair of all erosion and settlement, and replanting as necessary to establish a uniform and healthy stand of the specified type, and shall continue until the end of the specified maintenance period (1 cut per week).

All lawn shall be cut for the first time when runners reach a length of 100mm, or vertical growth has reached a height of 50mm. Lawn shall only be cut when the grass is dry except when continual rain necessitates the cutting of wet grass.

Lawn mowers shall not be set higher than 50mm, and a maximum of one third of the leaf length may be removed at one cutting.

All grass cuttings shall be collected and removed from the sit unless otherwise specified by the Engineer.

All weed growth that is not removed by the cutting process must be removed from lawn areas and from the site. Weedkillers may only be used with written permission of the Engineer.

Any bare patches that may occur in the lawn larger than 0,25m² shall be replanted with the specified species in the same manner specified under item 4.1.

All unevenness in the lawn areas will be eliminated by riversand topdressing as and when necessary and indicated by the Engineer. Topdressing layers not to exceed a thickness of 20mm per dressing.

PC: WORKS TO BE EXECUTED IN TERMS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

PC 1 General

Any work or a portion work that can be undertaken by labour intensive methods on an efficient basis shall be executed in such a way.

PC 2 Scope of work to be executed on the construction project in terms of the EPWP

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) excavations to expose existing services
- c) stormwater drainage (manholes, kerb inlets, bedding)
- d) low-volume roads and sidewalks (kerb laying)
- e) backfilling

PC 3 Hand excavateable material:

Hand excavateable material is material:

a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
	end of a geological pick.		mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PC 4 Trench excavation:

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PC 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers:

- to 90% MDD density;
- such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PC 6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PC 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PC 8 Shaping

All shaping shall be undertaken by hand.

PC 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PC 10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PC 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PC 12 Spreading

All material shall be spread by hand.

PC 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PC 14 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand. Any work or a portion work that can be undertaken by labour intensive methods on an efficient basis shall be executed in such a way

PC 15 Training of targeted labour

The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health & safety.

The Contractor should allow two (2) working days per month to the targeted labour for formal training. The cost of formal training of targeted labour will be funded by the local office of the Department of Labour. If this is not possible due to any reason a provisional sum has been added to arrange formal training through other accredited vendors. This training will take place as close to the project site as practically possible. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.

PC 16 Records to be kept

The Contractor shall provide monthly production records showing the number of personnel employed using labour intensive construction methods, the wages paid and production measurement records.

PC 17 Community Liaison Officer & Sourcing of Local Labour

The Contractor will appoint and employ a Community Liaison Officer (CLO) for the duration of construction. The CLO will be responsible for resolving any concerns raised by either the Community or Contractor, and will be responsible for preparing employment lists from which the Contractor's labour force will be recruited.

The Contractor is to make maximum use of local labour. All labour, with the exception of the Contractor's key personnel, is to be recruited from the community immediately adjacent to the site.

PD: PROJECT HEALTH AND SAFETY SPECIFICATION

Refer Annexure B for Project Health and Safety Specification prepared by the specialist OH&S Agent.

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

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

C3.5.1.2 Particular / Generic specifications

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

C3.5.1.3 Planning and programming

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

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

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

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

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

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

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

C3.5.1.4 Sequence of the works

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

C3.5.1.5 Software application for programming

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

C3.5.1.6 Methods and procedures

(i) Security and protection of the site

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

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

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

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

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

(ii) Housekeeping

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

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

(iii) Management and disposal of spoil and waste

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

(iv) Maintenance of pedestrian and vehicular access

Refer (vi) below

(v) Cooperation with others on the site

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

(vi) Adjoining properties

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

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

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

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

(vii) Dealing with existing services

Refer C3.4

(viii) Title to materials from excavation and demolition

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

(ix) Site records

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

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

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

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

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

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

(xii) Giving notice of work to be covered up

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

(xiii) Temporary works

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

(xiv) Care of the works, plant and materials

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

(xv) Establishment and removing of equipment from the site

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

(xvi) Samples

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

(xvii) Progress photographs

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

(xviii) Record drawings

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

C3.5.1.7 Quality plans and control

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

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

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

Refer to C3.4: Construction : Part C

C3.5.1.8 Environment

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

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

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

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

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

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

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

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

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

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

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

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

C3.5.1.10 Other contractors on site

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

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

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

C3.5.1.12 Recording of weather

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

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

C3.5.1.13 Format of communications

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

C3.5.1.14 Key personnel

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

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

C3.5.1.15 Management meetings

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

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

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

C3.5.1.16 Forms for contract administration

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

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

C3.5.1.17 Electronic payments

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

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

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

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

C3.5.1.18 Daily records

The site diary shall record the following:

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

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

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

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

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

C3.5.1.19 Bonds and guarantees

Refer to the Conditions of Contract and Contract Data.

C3.5.1.20 Payment certificates

Refer to the Conditions of Contract and Contract Data.

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

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

C3.5.1.21 Permits

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

C3.4.1.22 Proof of compliance with the law

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

C3.5.1.23 Insurance provided by the employer

The employer will not provide insurance of any kind.

C3.5.2 HEALTH AND SAFETY

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

C3.5.2.1 Health and Safety requirements and procedures

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

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

- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Site Specific Health and Safety Specification (regulation 4(1) of the Construction Regulations, 2014, Site Specific Baseline Risk Assessment which is attached as annexure C and D respectively.

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

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

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

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

C3.5.2.2 Protection of the public

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

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

C3.5.2.3 Barricades and lighting

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

C3.5.2.4 Traffic control on roads

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

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

C3.5.2.5 Measures against disease and epidemics

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

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

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

C3.5.2.6 Aids awareness

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

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

KNYSNA MUNICIPALITY

TENDER NO. T 08 OF 2026/27

SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

THE CONTRACT

PART C4 (OF 4): SITE INFORMATION

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

C4: SITE INFORMATION

C4.1 SCOPE

As stated in C3.1.2, the site is in Sedgefield in the Knysna northern suburbs, Wards 1, located within the greater Knysna municipal area.

i. Wards 1

Wards 1 located in Sedgefield, which is a low-income community.

- Mbetla Street is an existing gravel road to be upgraded. It is approximately 440m in length. Refer to drawings 8040/001/RLS/105 and 8040/001/RLS/106.
- Cul de Sac 1 is an existing gravel road to be upgraded. It is approximately 30m in length. Refer to drawings 8040/001/RLS/107.
- Cul de Sac 2 is an existing gravel road to be upgraded. It is approximately 30m in length. Refer to drawings 8040/001/RLS/108.
- Cul de Sac 3 is an existing gravel road to be upgraded. It is approximately 40m in length. Refer to drawings 8040/001/RLS/109.
- Cul de Sac 4 is an existing gravel road to be upgraded. It is approximately 40m in length. Refer to drawings 8040/001/RLS/110.
- Cul de Sac 5 is an existing gravel road to be upgraded. It is approximately 30m in length. Refer to drawings 8040/001/RLS/111.
- Cul de Sac 6 is an existing gravel road to be upgraded. It is approximately 30m in length. Refer to drawings 8040/001/RLS/112.
- Cul de Sac 7 is an existing gravel road to be upgraded. It is approximately 30m in length. Refer to drawings 8040/001/RLS/113.

ii. Surface type per road:

- Mbetla Street 60mm block pavers
- Cul de Sac 1 60mm block pavers.
- Cul de Sac 2 60mm block pavers.
- Cul de Sac 3 60mm block pavers.
- Cul de Sac 4 60mm block pavers.
- Cul de Sac 5 60mm block pavers.
- Cul de Sac 6 60mm block pavers.
- Cul de Sac 7 60mm block pavers.

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

C4.2 GEOTECHNICAL INVESTIGATION

A geotechnical investigation of the site was undertaken by Tosca Lab from their Port Elizabeth laboratory.

Refer Annexure B for the profiles of test pits excavated and results of tests on materials sampled.

C4.3 EXISTING SERVICES

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

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

ANNEXURES
PART C5

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

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

ANNEXURE A: LOCALITY PLAN

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

ANNEXURE B: GEOTECHNICAL REPORT
--

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

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

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

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

KNYSNA MUNICIPALITY
TENDER NO. T 08 OF 2026/27
SURFACING OF GRAVEL ROADS IN SEDGEFIELD (WARD 1)

ANNEXURE E: REDUCED-SCALE TENDER DRAWINGS
