

# TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

REQUEST FOR PROPOSALS (RFP)	
<b>RFP Description:</b>	<b>Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9</b>
<b>RFP Number:</b>	<b>RFP/009/2025</b>
<b>CIDB Grading:</b>	<b>CIDB Grades 8 and 9 (CE, GB and EP)</b> <b>Note: Potential Emerging (PE) will not be eligible for the bid.</b>
<b>Contract Period:</b>	<b>36 Months</b>
<b>Closing Date:</b>	<b>29 September 2025</b>
<b>Closing Time:</b>	<b>12h00</b>
<b>RFP Validity Period:</b>	<b>120 Calendar Days</b>
<b>Compulsory Briefing:</b> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/>	<b>Compulsory Briefing Session Details:</b> <b>Date:</b> <b>Time:</b> <b>Venue:</b> TASEZ Central Hub Manitoba, The Willows 340-Jr, Pretoria, 0081 ( <a href="https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6">https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6</a> )
<b>TASEZ Enquiry Details:</b>	
<b>Name:</b>	TASEZ SCM
<b>Contact Numbers:</b>	012 564 3174
<b>Email Address:</b>	<a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>
<b>Delivery Address:</b>	The Procurement Officer Tshwane Automotive Special Economic Zone Building 21, Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria; Pretoria (Gauteng)
<b>Special Note for Bidder:</b>	
<b>Bidder's Name:</b>	

# Volume 1: Tendering Procedures

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## Project Overview and Terms & Definitions

## Project Overview

Tshwane Automotive Special Economic Zone (TASEZ), an Automotive Special Economic Zone, formed out of an Inter-Governmental Agreement (IGA) between the Department of Trade, Industry and Competition (DTIC), the Gauteng Department of Economic Development (GDED) and the City of Tshwane (CoT) is positioned as a key development catalyst in the Gauteng Province. TASEZ mobilises both the public and private sectors to invest in the northern development corridor of our capital, the CoT. The three government entities are also the funders (Sponsors) of the TASEZ infrastructure programme.

Through this programme, the Infrastructure Development Division seeks to: -

- 1) To facilitate the creation of industrial complexes, with strategic regional, national, provincial, and local economic development benefits
- 2) To provide a location for investment in the infrastructure needed to develop targeted industrial activities
- 3) Create decent (sustainable) work as well the communities in which TASEZ is located, including greater economic participation by SMMEs and co-operatives
- 4) Promote technology skills transfer.

## Project High Level Scope

The project's high-level scope may include any of the below:

1. Supply and installation of a new infrastructure
  - 1.1. Civil works or
  - 1.2. Building works or
  - 1.3. Electrical installations
2. Bulk infrastructure services (Internal and external)
3. Provide maintenance services to the existing infrastructure
4. Provide alterations and additions to the existing infrastructure
5. Implementation of Turnkey Projects

The following CIDB Classes will be applicable.

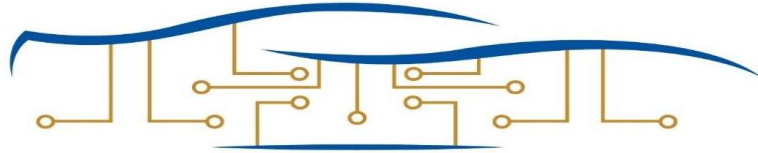
1. GB – General Building
2. CE – Civil Engineering
3. EP – Electrical Engineering

**Note: Potential Emerging (PE) will not be eligible for the bid.**

The works will take place at any site as determined by TASEZ or where TASEZ is appointed by any client.

## Definitions

- I. **"TASEZ"** means the Tshwane Automotive Special Economic Zone.
- II. **"Client"** means the Tshwane Automotive Special Economic Zone (TASEZ).
- III. **"Employer"** means the TASEZ, which affects its obligations on the Project through persons employed on / deployed to the Project.
- IV. **"Employer Representative"** means the person named by the employer/Client who acts on behalf of the employer/client.
- V. **"End User"** means the entity/tenant that will make use of the facility as per the agreement with the Client.
- VI. **"Contractor"** means any Building Contractor, Civil Engineering Contractor, Mechanical, Electrical, Instrumentation or Piping Contractor, Service Provider, Vendor or any joint venture partnership and their sub-contractors (SMMEs inclusive), conducting construction work and related activities on the Project.
- VII. **"Project"** means the construction and commissioning of all infrastructure in the Tshwane Automotive Special Economic Zone.
- VIII. **"SMME"** means a small, medium or micro enterprise contracted to deliver service/s on the Project.
- IX. **"SMME Coordinator"** means the person employed by the contractor for the duration of the project whose responsibility is to monitor and manage the SMMEs in order to achieve the targets as per form K. The qualifications, roles and responsibilities of the SMME Coordinator must be as per the SMME Coordinator Specification attached in the Appendices.



# TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

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## Part T1: Tendering Procedures



## **T1.1: Tender Notice and Invitation to Tender**

TASEZ is inviting capable and competent Contractors with a CIDB grading of **8 and 9** to submit their bids for the Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9.

TASEZ will enter into different contracting Strategies depending on the scope of work, i.e., FIDIC, JBCC and GCC.

To be eligible to bid, the Contractor must be registered with CIDB in the category **Grade 8 and 9**. The following CIDB Classes will be applicable:

1. GB – General Building
2. CE – Civil Engineering
3. EP – Electrical Engineering

**Note: Potential Emerging (PE) will not be eligible for the bid.**

**Tenders are hereby invited for the services below.:**

<b>Tender Number:</b>	RFP/009/2025
<b>Tender Description:</b>	Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ infrastructure Projects
<b>Organisation:</b>	Tshwane Automotive Special Economic Zone (TASEZ)
<b>Division:</b>	Infrastructure Development Division
<b>CIDB Grading</b>	Grades 8 and 9
<b>Tender Documents:</b>	<p>This Tender Document may be downloaded directly from these websites: <b><u>Documents can be downloaded for free.</u></b></p> <ol style="list-style-type: none"> <li>1. National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a></li> <li>2. TASEZ Tender Portal website at <a href="http://www.tasez.co.za">www.tasez.co.za</a></li> <li>3. CIDB website at <a href="https://www.cidb.org.za/cidb-tenders/current-tenders/">https://www.cidb.org.za/cidb-tenders/current-tenders/</a></li> </ol>
<b>Tender Document Availability:</b>	Tenders can be collected from <b>02 September 2025</b> .
<b>Compulsory Briefing / Clarification Meeting:</b>	<p>A compulsory clarification meeting with representatives of the Employer will take place at <del>Silverton</del> – TASEZ Central Hub – Manitoba, The Willows 340 Jr, Pretoria, 0081 (<a href="https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6">https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6</a>), Coordinates <del>-25.721974934467674, 28.358535517271232</del> on <del>XX/XX/2025</del> starting at <del>XXHXX</del>.</p> <p><b><u>Briefing presentation and minutes will be made available to all invited bidders</u></b></p>
<b>Queries:</b>	<p>Queries relating to the issue of these documents may be addressed to Ms Lucia Buda, at the email address <a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>. Bidders may only correspond via email between the periods of <b>02 September 2025</b> and <b>19 September 2025</b>. TASEZ will compile and distribute a schedule of questions and answers to all bidders. The name of the bidder who submitted the questions/s will be withheld. No new queries received after <b>19 September 2025</b> will be considered.</p>
<b>Tender Closing Date Time:</b>	<p><b>12H00</b> on <b>29 September 2025</b>.</p> <p>Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.</p>
Tenders must only be submitted on the tender documentation that is issued.	
<p>The <i>Conditions of Contract for Construction for Building and Engineering Works</i> designed by the Employer ("Red Book") 2017 as published by the International Federation of Consulting Engineers (FIDIC) are applicable to this Contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel. 011 - 805 5947) or the South African Association of Consulting Engineers (Tel. 011 - 463 2022).</p>	

We look forward to receiving your tender by the date and time stated.

Yours faithfully,

**Andile Sangweni**

**Executive Manager: Infrastructure Development Division**

**TASEZ**

**SBD 1 Form – Invitation to Tender**

<b>You are Hereby Invited to Tender for Requirements of the (Name of Department/ Tenderer Entity)</b>					
<b>Tender Number:</b>	<b>RFP/009/2025</b>	<b>Closing Date:</b>	<b>29 September 2025</b>	<b>Closing Time:</b>	<b>12h00</b>
<b>Description:</b>	Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ infrastructure Projects				
<b>The Successful Tenderer will be Required to Fill in and Sign a Written Contract Form (SBD7).</b>					

Tender Response Documents May Be Deposited in the Tender Box Situated at (Street Address):

TASEZ Situated at the Council for Scientific and Industrial Research (CSIR) Meiring Naudé Road; Brummeria Pretoria (Gauteng), Building 21					
<b>Supplier Information</b>					
Name of Tenderer					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, who was the Certificate Issued by?					
An accounting officer as contemplated in the Close Corporation Act (CCA) and name the applicable in the tick box	<input type="checkbox"/>	An Accounting Officer as contemplated in the Close Corporation Act (CCA)			
	<input type="checkbox"/>	A Verification Agency Accredited by the South African Accreditation System (SANAS)			
	<input type="checkbox"/>	A Registered Auditor Name:			
<b>[A B-BBEE Status Level Verification Certificate / Sworn Affidavit (For EMES&amp; QSES) Must Be Submitted in Order to Qualify for Preference Points For B-BBEE]</b>					
Are you the Accredited Representative in South Africa for the Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Enclose Proof]		Are you a Foreign Based Supplier for the Goods / Services / Works Offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Answer Part B:3 Below]
<b>Signature of Tenderer</b>	.....		<b>Date</b>		.....
Capacity under which this Tender is Signed. (Attach Proof of Authority to Sign this Tender, e.g., Resolution of Directors, etc.)					
Total Number of Items Offered			Total Tender Price (All Inclusive)	R	
<b>Tendering Procedure Enquiries may be Directed to:</b>			<b>Technical Information may be directed to:</b>		
Department/ Tenderer Entity	SCM TASEZ		Contact Person	Lucia / Hlamulo	
Telephone Number	012 564 3174		Facsimile Number	012 564 3174	
Facsimile Number	N/A		E-Mail Address	<a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>	
E-Mail Address	<a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>				

## SBD 2 – Tax Compliance Requirements

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

### Tax Compliance Requirements

- 2.1. Tenderers must ensure compliance with their Tax obligations.
- 2.2. Tenderers are required to submit their Unique Personal Identification Number (PIN) issued by SARS to enable TASEZ to verify the taxpayer's profile and tax status.
- 2.3. Application for Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za)
- 2.4. Tenderers must submit a printed TCS Certificate together with the tender.
- 2.5. In Tenders where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / Pin / CSD Report.
- 2.6. Where no TCS Pin is available, but the Tenderer is registered on the Central Supplier Database (CSD), a CSD Report must be provided.
- 2.7. No tenders will be considered from persons in the Service of The State, Companies with Directors who are Persons in The Service of the State, Or Close Corporations with members Persons in the Service of the State."

### Questionnaire to the Foreign Tenderers

Is The Tenderer a Resident of the Tenderer of South Africa (RSA)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Tenderer have a Branch in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Tenderer have a Permanent Establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Tenderer have any Source of Income in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer is "no" to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2 above.		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.**

Signature of Tenderer: \_\_\_\_\_

Capacity under which this Tender is Signed: \_\_\_\_\_

(Proof of authority must be submitted e.g., company resolution)

DATE: \_\_\_\_\_

## Compulsory Enterprise Questionnaire

The following particulars must be furnished.

**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 a 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: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD 8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD 9 must be completed for each tender and be attached as a requirement.**

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

- i) Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Service that my / our tax matters are in order.
- ii) Confirms that neither the name of the enterprise nor 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.
- iii) 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.
- iv) 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 Tenderer or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Position

\_\_\_\_\_

## SBD 4 Form

### Declaration of Interest

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the tenderer is employed by the state; and/or
  - the legal person on whose behalf the tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.
  - 2.1. Full Name of the tenderer or his or her representative:  
.....
  - 2.2. Identity Number: .....
  - 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4. Company Registration Number: .....
  - 2.5. Tax Reference Number: .....
  - 2.6. VAT Registration Number: .....
    - 2.6.1. The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/personnel numbers must be indicated in paragraph 3 below.
    - 2.6.2. **"State"** means –
      - a) any national or provincial department, national or provincial Tenderer entity or constitutional institution within the meaning of the Tenderer Finance Management Act, 1999 (Act No. 1 of 1999)
      - b) any municipality or municipal entity
      - c) provincial legislature
      - d) national Assembly or the national Council of provinces; or

e) Parliament.

2.6.3. **” Shareholder”** means a person who owns shares in the company is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with the tenderer presently employed by the state.

**Yes / No**

2.8. If so, furnish the following particulars:

Name of person/director/trustee/shareholder/ member: .....

Name of state institution at which you or the person: .....  
connected to the tenderer is employed: .....

The position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.9. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the Tenderer sector?

**Yes / No**

2.9.1. If yes, did you attach proof of such authority to the tender document?

**Yes / No**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

2.9.2. If no, furnish reasons for non-submission of such proof:

.....

.....

2.10. Did you or your spouse, or any of the company's directors/trustees / shareholders/members or their spouses conduct business with the State in the previous twelve months?

**Yes / No**

2.10.1. If so, furnish particulars:

.....

.....

.....

2.11. Do you, or any person connected with the tenderer, have any Relationship any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this tender?

**Yes / No**

2.11.1. If so, furnish particulars.

.....  
.....

2.12. Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?

**Yes / No**

2.12.1. If so, furnish particulars.

.....  
.....

2.13. Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are tendering for this contract?

**Yes / No**

2.13.1. If so, furnish particulars:

.....  
.....

Table 1: Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

### 3. Declaration

I, the undersigned (Name) .....





Certify that the information furnished in paragraphs 2 and 3 above is correct. I accept that the state may reject the tender or act against me in terms of paragraph 23 of the general conditions of the contract should this declaration prove to be false.

.....

Date

.....

Signature

.....

Position

.....

Name of Tenderer

## SBD 6.1 Form

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. General Conditions

1.1. The following preference point systems are applicable to all bids:

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

1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. Price and Specific Goals Points

1.2.1. If the value of this bid does not exceed **R50 000 000.00** (all applicable taxes included), the **80/20** preference point system shall be applicable; or

~~1.2.2. If the value of this bid exceeds **R50 000 000.00** (all applicable taxes included), the **90/10** preference point system will be applicable.~~

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

1.3.1. Price; and

1.3.2. Specific Goals.

1.4. The maximum points for this bid are allocated as follows:

**Table 2: Price and Specific Goals Points Allocations**

Description	Points
Price	80
Specific Goals	20
<b>Total Points for Price and Specific Goals</b>	<b>100</b>

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

## 2. Definitions

- 2.1. **"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.
- 2.2. **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- 2.3. **"Rand Value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.4. **"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
- 2.5. **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 2.6. **"EME"** means 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.
- 2.7. **"Functionality"** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.8. **"QSE"** means 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.

### 3. Points Awarded for Price

#### 3.1. The 80/20 or 90/10 Preference Point Systems

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

$$\begin{array}{ccc}
 \underline{80/20} & \text{or} & \underline{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

#### Where

$P_s$	=	Points scored for price of bid under consideration
$P_t$	=	Price of bid under consideration
$P_{\min}$	=	Price of lowest acceptable bid

### 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 3** 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—  
In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: -
  - 4.2.1. 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.
  - 4.2.2. 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 3: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EMEs and QSEs		
Companies owned by black people <u>(50% + Black Owned).</u>	4	
Companies owned by women <u>(20% + Black Women Owned).</u>	3	
Companies owned by youth <u>(10% + Black Women Owned).</u>	3	
Companies owned by people with disabilities		
Companies owned by black people living in rural or underdeveloped areas		
Companies owned by black people living in townships		
<b>Total Points Claimed</b>	<b>10</b>	

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

#### **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:

- 4.6.1. The information furnished is true and correct.
- 4.6.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 4.6.3. 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.
- 4.6.4. 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: -
- 4.6.4.1. Disqualify the person from the tendering process.
- 4.6.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- 4.6.4.3. 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.
- 4.6.4.4. 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.
- 4.6.4.5. Forward the matter for criminal prosecution, if deemed necessary.

**Bidder:**

**Name:**

**Signature**

**Title:**

**Date:**

**Address:**

## T1.2: Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See [www.cidb.org.za](http://www.cidb.org.za) ).

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.

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

Clause	Tender Data
F1.1	<b>The Employer is:</b> Tshwane Automotive Special Economic Zone
F1.2	The tender documents issued by the employer comprise:  <b><u>Volume 1: The Tender</u></b> Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 Functional Scoring Criteria T1.4 Standard Conditions of the Tender  <b><u>Volume 2: The Contract</u></b> Part C3: Scope of Work Part C4: Site Information Annexures  <b><u>Volume 3: The Contract</u></b> T2.1 Returnable Documents Checklist T2.2 Returnable Schedules Part C1: Agreement and Contract Data  The following legislation shall apply: a) The Public Finance Management Act (PFMA) shall apply b) National Treasury Regulations. c) Preferential Procurement Policy Framework Act, 2000. d) Occupational Health and Safety Act and Regulations, Act (85 of 1993). e) Compensation for Occupational injuries and disease Act (130 of 1993).

Clause	Tender Data
	<p>f) B-BBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013);</p> <p>g) The CIDB Act, Act 38 of 2000, and</p> <p>h) Any other applicable legislation.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour</p>
F.2.1	<p>Failure to adhere to the conditions stated hereinunder or to provide evidence where specified will render the submission non-responsive and the submission will not be considered further.</p> <p><b>1. Mandatory Requirements</b></p> <p><b>3.1. CIDB Requirements</b></p> <p>3.1.1. Only those bidders who are registered with the Construction Industry Development Board (CIDB). Bidders must meet the required CIDB grading of <b>8 AND 9</b>.</p> <p>3.1.2. It is the responsibility of the bidder to ensure his or her CIDB grading is active throughout the adjudication period (from advertisement to award of contract)</p> <p><b>3.2. SBD 4 – Bidders Disclosure Form</b></p> <p>Fully Completed, Fully Declared and Signed Bidders Disclosure Form (SBD 4.1).</p>
F2.10	<p>All Tenderers that are registered for Value Added Tax (VAT) with the South African Revenue Service (SARS) must include VAT in their tender offer.</p> <p>TASEZ will only award the tender to a bidder who is tax compliant. The tax compliance status of the bidders will be verified through the CSD and SARS website, therefore prospective bidders must ensure that they are Tax Compliant throughout the validity period of the bid under review.</p>
F2.11	<p>The tenderer shall not retype the tender document. Any tender submitted using a document that has been retyped shall be considered non-responsive and rejected.</p> <p>No alternative tender offers will be considered</p> <p>Telephonic, telegraphic, telex, tippexed, or e-mailed tender offers will not be accepted</p>
F.2.12	<p>No telephonic or any other form of communication with any other TASEZ member of staff, other than the named individual on the tender advert, relating to this request for the tender will be permitted. All enquiries regarding this tender must be in writing only and must be directed to: Lucia e-mail: <a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a></p>
F2.13	<p><b>F2.13.3:</b> Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p>



Clause	Tender Data
	<p><b>F2.13.5:</b> One (1) Original of the completed bid document contained in a sealed envelope clearly marked: RFP/009/2025: "Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ Infrastructure Projects" shall be placed in the tender box at the TASEZ's offices at: -</p> <p>Location of the Tender Box : Building 21 Reception</p> <p>Physical Address : <b>Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road. Brummeria; Pretoria (Gauteng), Pretoria.</b></p> <p>Identification Details : Contract No. RFP/009/2025</p> <p>Contract Description : Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ infrastructure Projects</p> <p><b>F2.13.6</b> A two-envelope system will NOT be followed.</p> <p>The bidders are required to submit <b>one original completed bid document (hard copy)</b>. No electronic submission is permitted.</p>
F.2.15	<p>The Closing Date and Time for submission of Tender Offers is:</p> <p><b>Date: Monday, 29 September 2025</b></p> <p><b>Time: 12h00</b></p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.</p>
F.2.16	<p>F.2.16.1. The tender validity period shall be <b>180 Calendar Days</b>, calculated from the date of bid closure.</p> <p>F.2.16.2. Add the following:</p> <p>"Should a tenderer amend or withdraw his or her tender after the closing date and time, but prior to him or her being notified of the acceptance thereof, or should a tenderer after having been notified that his or her tender has been accepted –</p> <ol style="list-style-type: none"> <li>1) give notice of his or her inability to execute the Contract in accordance with his or her tender; or</li> <li>2) fail to sign a contract within the period stipulated in the tender requirements or any extended period determined by the employer; or</li> <li>3) fail to execute the Contract.</li> </ol> <p>he or she shall pay all additional expenses which the employer has to incur in inviting new tenders and pay the difference between his or her tender and any less favourable tender accepted, as well as any consequential loss which may arise as a result of his/her non-fulfilment of his/her obligations: Provided that the employer may exempt a tenderer from the provisions of this sub-regulation if he is of the opinion that such non-performance is justifiable.</p> <p>When during the above-mentioned circumstances it is not deemed expedient to invite new tenders, the employer may entertain a recommendation for acceptance of a tender from those already received."</p>

Clause	Tender Data
F.2.18	The tenderer shall, when requested by the Employer/Client to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.23	<p><b>Certificates</b></p> <p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) A copy of a valid Tax Pin Number.</li> <li>2) An original and valid certified B-BBEE status level verification certificate or a certified copy thereof, substantiating the bidding entity's B-BBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. The copy must bear an original stamp. Failure to submit as required will result in the bidder scoring zero (0) points for BBBEE.</li> <li>3) Copies of legal registration documents of company /close corporations/partnership, including certified copies of Identity Documents.</li> <li>4) Joint Venture Agreement and Power of Attorney for Joint Ventures with the Targeted Enterprise.</li> <li>5) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)</li> <li>6) Documents and Schedules listed in Part T2.</li> </ol>
<b>F.3.8</b>	<b>Test for Responsiveness</b>
F.3.8.1	<p>Determine, after opening and before detailed evaluation, whether each tender offer was properly received:</p> <ol style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ol>
F.3.8.2	<p>A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<b>F.3.9</b>	<b>Arithmetical errors, omissions and discrepancies</b>

Clause	Tender Data								
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.								
F.3.9.2	Check the highest-ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers for: <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line-item totals resulting from the product of a unit rate and a quantity in BoQs or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> </ul>								
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.								
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: - <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul>								
F.3.10	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.								
F.3.11.1	<p>The TASEZ Procurement Policy shall apply the 80/20 preference point system, as per the Preferential Policy Framework Act 2000: Preferential Procurement Regulation 2022 is applicable for allocating points for price and points for preference. The allocation of preference points will apply as follows:</p> <p><b>Tender Evaluation Points</b></p> <table border="1"> <thead> <tr> <th>Area of Evaluation</th><th>Maximum Points (80/20)</th></tr> </thead> <tbody> <tr> <td>Price</td><td>80</td></tr> <tr> <td>Specific Goals</td><td>20</td></tr> <tr> <td><b>Total Points</b></td><td><b>100</b></td></tr> </tbody> </table> <p>The formula to be used is as follows.</p> $Ps = 90 \left[ 1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>Where:</p>	Area of Evaluation	Maximum Points (80/20)	Price	80	Specific Goals	20	<b>Total Points</b>	<b>100</b>
Area of Evaluation	Maximum Points (80/20)								
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Specific Goals	20								
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Clause	Tender Data																				
	<p>PS = Points scored for comparative price of tender or offer under consideration.</p> <p>Pt = Comparative price of tender or offer under consideration; and</p> <p>Pmin = Comparative price of lowest acceptable tender or offer.</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20)</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>9</td></tr> <tr><td>3</td><td>6</td></tr> <tr><td>4</td><td>5</td></tr> <tr><td>5</td><td>4</td></tr> <tr><td>6</td><td>3</td></tr> <tr><td>7</td><td>2</td></tr> <tr><td>8</td><td>1</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (80/20)	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
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7	2																				
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Non-compliant contributor	0																				
F.3.13	<p>The legal requirements for acceptance of the tender offer are:</p> <p>a) <b>Tender Defaulters Register</b> – the Tenderer or any of its principals 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.</p> <p>b) <b>Abuse of the SCM System</b> – the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.</p> <p>c) <b>Declaration</b> – the Tenderer has indicated and declared whether a spouse, child or parent of the Tenderer is in the service of the State.</p> <p>d) <b>Fraud and Corruption</b> – the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract</p> <p>i) having acted in a fraudulent or corrupt manner in obtaining this Contract</p> <p>ii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour</p> <p>iii) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; or</p> <p>iv) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>																				
F.3.17	The number of paper copies of the signed contract to be provided by the Employer/Client is 1 (one)																				

Clause	Tender Data
F.3.18	On the TASEZ projects, the TASEZ will not award more than one project to one bidder. Bidders who have already been awarded one project and have reached 80% completion will be eligible to tender for a second project at the discretion of the TASEZ. Performance on the first project will be an assessment criterion in the Qualitative Stage of Evaluation, and poor performance will be a factor used to pass over a bidder.
F.3.19	<p>a) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) and Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and all relevant and applicable legislation. Upon appointment, the successful bidder will be required to develop the Occupational Health, Safety and Environmental Management Systems to comply with the SANS Norms and Standards. The TASEZ SHEQ Unit will monitor compliance with the Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract</p> <p>b) The successful Bidder will be required to provide, upon award, a valid proof of registration of the Construction Health and Safety Officer or Construction Health and Safety Manager with SACPCMP registration. <b>Registration in the "Candidate" category will not be accepted. The CHSO/CHSM must have a minimum of five (5) years' experience.</b></p>
F.3.20	Bidders must complete and sign the POPI Act. In the case of a Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed <b>(Schedule 13)</b>

### T1.3 Evaluation Criteria

Clause	Tender Data																																	
F.3.21	<p>Only bidders who have submitted and satisfy the following eligibility criteria will be evaluated further: -</p> <p><b>1. Stage One (1) – Administrative Requirements</b></p> <p>Bidders are to submit the documents with the bid. This is the assessment of compliance with the minimum Administrative Requirements as detailed below. No points or scores will be allocated in this criterion. <b><u>Non-compliance with any of these Administrative Requirements may result in disqualification.</u></b></p> <table><tr><th>Description</th><th>Compliant</th><th>Non-Compliant</th></tr><tr><td>1) CIPC Registration Documents</td><td></td><td></td></tr><tr><td>2) Valid Tax Clearance Certificate / Tax Pin</td><td></td><td></td></tr><tr><td>3) Valid CSD report</td><td></td><td></td></tr><tr><td>4) Valid Letter of Good Standing issued by the Department of Labour or RMA or FEM.</td><td></td><td></td></tr><tr><td>5) Valid UIF Compliance Certificate</td><td></td><td></td></tr><tr><td>6) Valid B-BBEE Certificate - <b>SANAS Accredited for QSE (TASEZ to verify with SANAS)</b></td><td></td><td></td></tr><tr><td>7) <b>Completed and Fully Signed SBD 1</b></td><td></td><td></td></tr><tr><td>8) <b>Completed and Fully Signed SBD 4.1</b></td><td></td><td></td></tr><tr><td>9) <b>Completed and Fully Signed SBD 6.1</b></td><td></td><td></td></tr><tr><td>10) <del>Completed and Fully Signed SBD 6.2 – Non-submission will lead to a zero on the score for B-BBEE</del></td><td></td><td></td></tr></table> <p><b>2. Stage Two (2) – Mandatory Requirements</b></p> <p>The Bidder shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the responsibility of the Bidder to ensure that the information submitted is sufficient to evaluate their tender and design for the system.</p> <p><b><u>Failure to submit all mandatory requirements as per C.2.1</u></b> will result in submissions being deemed null-and-void and shall be considered “non-responsive” and therefore not considered further.</p> <p><b>3. Stage Three (3) – Functionality Criteria</b></p> <p>Only bidders who obtain the minimum qualifying score for functionality will be evaluated further for price and B-BBEE (applicable preference point system). The minimum qualifying score for functionality is <b>70 points</b>. The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated below. <b><u>Failure to meet the minimum threshold will result in the bid being disqualified and removed from any further consideration.</u></b></p>	Description	Compliant	Non-Compliant	1) CIPC Registration Documents			2) Valid Tax Clearance Certificate / Tax Pin			3) Valid CSD report			4) Valid Letter of Good Standing issued by the Department of Labour or RMA or FEM.			5) Valid UIF Compliance Certificate			6) Valid B-BBEE Certificate - <b>SANAS Accredited for QSE (TASEZ to verify with SANAS)</b>			7) <b>Completed and Fully Signed SBD 1</b>			8) <b>Completed and Fully Signed SBD 4.1</b>			9) <b>Completed and Fully Signed SBD 6.1</b>			10) <del>Completed and Fully Signed SBD 6.2 – Non-submission will lead to a zero on the score for B-BBEE</del>		
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### 3.1. Company Key Personnel Experience – Provide Detailed CVs of all Key Resources

The Bidder must submit proof of Key Personnel Experience in the form of CVs of the personnel. The bidders must submit information that covers the level of experience and the positions held by the key staff/personnel. The CVs to make specific reference to the required experience, i.e. Construction of Mega Projects. The CV must state the position held and the year started and ended, with a short description of the nature of work done in respect of each job assignment. Failing to provide as required, no points will be allocated

Key Resources Experience – Bidder to provide names of resources)	Years of Experience	Points Claimable
Construction Manager with experience in Mega Projects of CIDB 8 and 9 CIDB Classes  Name: _____	10 Years & above	<b>10</b>
	7 – 9 Years	7
	4 – 6 Years	5
	1 – 3 Years	3
	0 Years	0
Site Engineer with experience in Mega Projects of CIDB 8 and 9 Classes  Name: _____	10 Years & above	<b>10</b>
	7 – 9 Years	7
	4 – 6 Years	5
	1 – 3 Years	3
	0 Years	0
Site Agent with minimum 10 years of experience in Construction Supervisory roles in Mega Projects.  Name: _____	10 Years & above	<b>10</b>
	7 – 9 Years	7
	4 – 6 Years	5
	1 – 3 Years	3
	0 Years	0
SHE Manager with a minimum of 10 years' experience as a foreman in Mega Projects.  Name: _____	10 Years & above	<b>10</b>
	7 – 9 Years	7
	4 – 6 Years	5
	1 – 3 Years	3
	0 Years	0
Construction Foreman with a minimum of 10 years' experience as a foreman in Mega Projects of CIDB 8 and 9 Classes.  Name: _____	10 Years & above	<b>10</b>
	7 – 9 Years	7
	4 – 6 Years	5
	1 – 3 Years	3
	0 Years	0
<b>Total Points Claimable</b>		<b>50</b>

**3.2. Company Key Resources Qualifications – Bidders to attach Copies of the Qualifications****These are the same resources as per the above**

Key Resource	Qualifications	Points Claimable
Construction Manager	NQF 7 or Higher (B.Eng. / B. Tech / BSc Degree) in the Built Environment + ECSA / SACP CMP	<b>5</b>
	NQF 7 or Higher (B. Tech in Engineering) in the Built Environment with no ECSA / SACP CMP Registration	3
	NQF 6 or Higher (ND in Engineering (Technicon) in the Built Environment	1
	No Submission	0
Site Engineer	NQF 7 or Higher (B.Eng. / B. Tech / BSc Degree) in the Built Environment + ECSA / SACP CMP	<b>5</b>
	NQF 7 or Higher (B. Tech in Engineering) in the Built Environment with no ECSA / SACP CMP Registration	3
	NQF 6 or Higher (ND in Engineering (Technicon) in the Built Environment + ECSA / SACP CMP Registration	1
	No Submission	0
Site Agent	NQF 7 or Higher (B.Eng. / B. Tech / BSc Degree) in the Built Environment + ECSA / SACP CMP	<b>5</b>
	NQF 7 or Higher (B. Tech in Engineering) in the Built Environment with no ECSA / SACP CMP Registration	3
	NQF 6 or Higher (ND in Engineering (Technicon) in the Built Environment	1
	No Submission	0
SHE Manager	NQF 7 or Higher (B. Com / B. Tech) in Safety Management + SACP CMP	<b>5</b>
	NQF 6 – ND Diploma in Safety Management + SACP CMP	3
	NQF 5 – ND in Safety Management + SACP CMP	1
	No Submission	0
<b>Total Points Claimable</b>		<b>20</b>

**3.3. ISO 9001:2015 Certification**

Requirement	Description	Points Claimable
ISO 9001:2015 - Certification (Quality	Company ISO 9001:2015 Certified. Company to submit the following Documents: - - A valid Certificate by an approved and authorised certification body (International or Local)	<b>15</b>



	Management System – QMS))	- The validity of the certificate is 3 years based on the certification cycle of 3 years.	
		Company has been Internally Audited to ISO 9001 Standard. The company to submit the following as evidence: <ul style="list-style-type: none"><li>- An ISO External / Internal Audit Report signed by the Auditor</li><li>- Authorised Quality Manual</li><li>- Signed Quality Policy</li><li>- Authorised Documentation Management Procedure / Process</li><li>- Authorised Non-Conforming Output Procedure / Process</li></ul>	10
		The Company shall have a Documented and Certifiable (Compliant) ISO 9001 Quality Management System (QMS). The company to submit the following as evidence of the QMS: <ul style="list-style-type: none"><li>- Authorised Quality Manual</li><li>- Signed Quality Policy</li><li>- Authorised Documentation Management Procedure / Process</li><li>- Authorised Non-Conforming Output Procedure / Process</li></ul>	5
		No Submission	0
	Total Points Claimable		

3.4. ISO 45 001 Certification

Requirement	Description	Points Claimable
ISO 45 001:2018 Certification (Occupational Health and Safety Management System – OH&S)	Company ISO 45 001:2018 Certified <ul style="list-style-type: none"><li>- Certificate by an approved and authorised certification body (International or Local)</li><li>- Certificate shall be valid (3-year circle)</li></ul>	15
	Company has been Internally Audited to ISO 45 001 Standard. The company to submit the following as evidence: <ul style="list-style-type: none"><li>- An ISO External / Internal Audit Report signed by the Auditor</li><li>- Authorised OH &amp; S Manual</li><li>- Signed OH &amp; S Policy</li><li>- Authorised Incident/Accident Investigation Procedure / Process</li></ul>	10
	The Company shall have a Documented and Certifiable (Compliant) ISO 45 001 OH & S System. The company to submit the following as evidence of the OH & S System: <ul style="list-style-type: none"><li>- Authorised OH &amp; S Manual</li><li>- Signed OH &amp; S Policy</li></ul>	5

		- Authorised Incident/Accident Investigation Procedure / Process Authorised Non-Conforming Output Procedure / Process	
		No Submission	0
	<b>Total Points Claimable</b>		<b>15</b>
	<p>The minimum threshold points for functionality are 70 points out of 100 and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria. Any bid scoring less than the Minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.</p> <p>Any bid not covering all of the above will not be evaluated. For the purpose of comparison and in order to ensure a meaningful evaluation, Service Providers are requested to furnish detailed information in substantiation of compliance with the evaluation criteria mentioned above.</p> <p><b>4. Quantitative Assessment</b></p> <p><b>5. Stage Five (5) – Post Tender Negotiations</b></p> <p><b>6. Stage Six (6) – Selection of the Preferred Bidder (Objective Criteria)</b></p> <p><b>7. Stage Seven (7) – Tender Award</b></p>		
F.3.22	Amendments to the Contract Data and alternative offers will not be considered.		
F.3.23	Each tender offer shall be in the <b>English Language</b>		
F.3.24	The TASEZ Procurement Policies and Procedures shall apply.		
F.3.25	Bids will be opened in public as soon as after the closing time and TASEZ shall not, at the opening of bids, disclose to any bidder any confidential information pertaining to the bidder's offers/information received, i.e., pricing, delivery, etc. A submission register will be published on the TASEZ website.		
F.3.26	Functionality will be used as one of the evaluation criteria and the set threshold to qualify for the next stage of the evaluation process is <b>70 points</b> .		
	<p><b>Additional Information Required.</b></p> <ol style="list-style-type: none"> <li>Tenderers must complete and sign Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.</li> <li>Access/Ownership (availability) of plant and equipment. In case of hiring a key plant, a letter confirming the willingness of the hirer to hire equipment to the tenderer must be attached and submitted with this bid.</li> <li>Bidders must provide the following functionality assessment documents.               <ol style="list-style-type: none"> <li>The execution of this project in the form of confirmed credit lines with a banking institution and letters of confirmation of supplier credit. Bank letters that only provide an Alphabetical Rating will not be considered. For a Bank letter to be considered it must contain a Rand value that the Contractor is "good for".</li> </ol> </li> </ol>		

- b) Proof of office establishment in the name of the Principal Entity or Lead Joint Venture Entity, where applicable as evidence to demonstrate locality in the form of a title deed in the name of the bidder, municipal invoice in the name of the bidder or lease agreement in the name of the bidder.

#### **Qualitative Assessment**

The Qualitative / Risk Assessment will be conducted on the responsive bidders who passed the quantitative assessment. The main aim of this assessment is to undertake a risk analysis to ascertain that there are no adverse risks in making an award to a particular bidder.

The following criteria constitute "objective criteria" in terms of 2(f) of the Preferential Procurement Policy Framework Act, Act 5 of 2000, and will be used to pass over a bidder for consideration for the award of a contract:

**(a) Performance reports for previous projects:**

Performance reports for projects previously undertaken by the contractor will be reviewed and those bidders with negative performance reports will be passed over. Where the bidder has previously undertaken work for TASEZ, internal reports will be obtained. Where these are inconclusive, external reports will be requested.

**(b) Listing on the National Treasury Register of Tender Defaulters and/ or the National Treasury Register of Restricted Bidders:**

Where a bidder or a director/ member of the bidder appears on either one of the National Treasury Registers, the bidder will be passed over.

**(c) Listing on TASEZ's "Bad Performer List":**

Where a bidder has failed to perform on a previous TASEZ Contract and has been listed on TASEZ's "Bad Performer List", the bidder will be passed over.

**(d) Previous Contract terminated by an Organ of State in the last 5 years:**

Where a bidder has had a contract terminated by an organ of state in the last five years on account of failure to perform or non-compliance with the contract, the bidder will be passed over.

**(e) Conviction for Fraud or Corruption:**

Where a bidder or director/ member of the bidder has been convicted by a court of law for fraud and/ or corruption, the bidder will be passed over

The top three (3) highest scoring bidders will be evaluated on qualitative assessment to determine the acceptable tender price and to ascertain other possible risks pertaining to the bidder's capacity, past performance, and risks i.e. financial etc.

- (a) Tender offers will also be compared against cost estimates as well as the market average to confirm if the tender offers are market-related with no risks around the pricing.
- (b) The bidders will also be checked against the National Treasury Database of restricted suppliers as well as the National Treasury tender defaulters listing.
- (c) Bidders may be called for a clarification meeting to discuss any risk identified, rates and the pricing methodology.

## T1.4 Standard Conditions of the Contract

As published in Annexure C of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015 – Amended August 2019.

Clause	Description
C1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of the tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C1.1.2	<p>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p><b>Note:</b></p> <p>1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts insome circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence inthe ability of that person to act properly in his or her position even if no improper acts result.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation,allegiance or loyalty which would in any way affect any decisions taken.</p>
<b>C.1.1.3</b>	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
<b>C.1.2</b>	<p><b>Tender Documents</b></p> <p>The documents issued by the employer for the purpose of a tender offer are listed in the tender data.</p>
<b>C.1.3</b>	<b>Interpretation</b>
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of the tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
C.1.3.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>(a) conflict of interest means any situation in which:</p> <ul style="list-style-type: none"> <li>• someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.</li> </ul>

Clause	Description
	<ul style="list-style-type: none"> <li>an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or</li> <li>incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</li> </ul> <p>(b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.</p> <p>(c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.</p> <p>(d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;</p>
<b>C.1.4</b>	<p><b>Communication and Employer's Agent</b></p> <p>Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.</p>
<b>C.1.5</b>	<p><b>Cancellation and Re-Invitation of Tenders</b></p>
<b>C.1.5.1</b>	<p>An employer may, prior to the award of the tender, cancel a tender if</p> <p>(a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received.</p> <p>(c) there is a material irregularity in the tender process.</p>
<b>C.1.5.2</b>	<p>The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p>
<b>C.1.5.3</b>	<p>An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
<b>C.1.6</b>	<p><b>Procurement Procedures</b></p>
<b>C.1.6.1</b>	<p><b>General</b></p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>
<b>C.1.6.2</b>	<p><b>Competitive Negotiation Procedure</b></p>
C.1.6.2.1	<p>Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p>
C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that</p>

Clause	Description
	are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.
	Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
<b>C.2</b>	<b>Tenderer's Obligations</b>
<b>C.2.1</b>	<b>Eligibility</b>
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
<b>C.2.2</b>	<b>Cost of Tendering</b>
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on their website so as not to incur any costs pertaining to the printing of the tender documents.
<b>C.2.3</b>	<b>Check Documents</b>
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
<b>C.2.4</b>	<b>Confidentiality and copyright of documents</b>
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
<b>C.2.5</b>	<b>Reference documents</b>
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards,

Clause	Description
	specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
<b>C.2.6</b>	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
<b>C.2.7</b>	<b>Clarification meeting</b> Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
<b>C.2.8</b>	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
<b>C.2.9</b>	<b>Insurance</b> Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of the contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
<b>C.2.10</b>	<b>Pricing the tender offer</b>
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of the contract identified in the contract data.
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of the contract identified in the contract data may provide for part payment in other currencies.
<b>C.2.11</b>	<b>Alterations to documents</b> Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
<b>C.2.12</b>	<b>Alternative tender offers – NOT APPLICABLE</b>
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning



Clause	Description
	tender.
<b>C.2.13</b>	<b>Submitting a tender offer</b>
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. – NOT APPLICABLE
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer unless stated otherwise in the tender data.
<b>C.2.14</b>	<b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
<b>C.2.15</b>	<b>Closing time</b>
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
<b>C.2.16</b>	<b>Tender offer validity</b>
C.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity



Clause	Description
	period stated in the tender data after the closing time stated in the tender data.
C.2.16.2	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.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluates the tender, the contractor reserves the right to review the price based on the Consumer Price Index (CPI).
C.2.16.4	Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
<b>C.2.17</b>	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p>Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</p>
<b>C.2.18</b>	<b>Provide other material</b>
C.2.18.1	<p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
<b>C.2.19</b>	<b>Inspections, tests and analysis</b>
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
<b>C.2.20</b>	<b>Submit securities, bonds and policies</b>
	If requested, submit for the employer's acceptance before the formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of the contract identified in the contract data.
<b>C.2.21</b>	<b>Check final draft</b>
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
<b>C.2.22</b>	<b>Return of other tender documents</b>

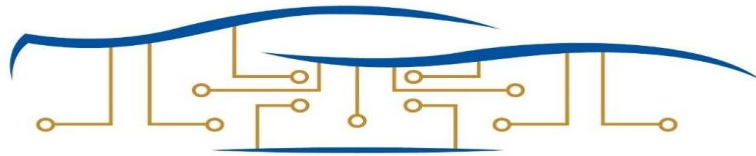
Clause	Description
	If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
<b>C.2.23</b>	<b>Certificates</b> Include in the tender submission or provide the employer with any certificates as stated in the tender data.
<b>C.3</b>	<b>The Employer's undertakings</b>
<b>C.3.1</b>	<b>Respond to requests from the tenderer</b>
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: (a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; (b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms, as another joint venture; or (c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<b>C.3.2</b>	<b>Issue Addenda</b> If necessary, issue an addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
<b>C.3.3</b>	<b>Return late tender offers</b> Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
<b>C.3.4</b>	<b>Opening of tender submissions</b>
C.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened. BIDS WILL NOT BE OPENED IN PUBLIC
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.

Clause	Description
<b>C.3.5</b>	<b>Two-envelope system – NOT APPLICABLE</b>
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
<b>C.3.6</b>	<b>Non-disclosure</b> Not disclose to tenderers, or any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
<b>C.3.7</b>	<b>Grounds for rejection and disqualification</b> Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>C.3.8</b>	<b>Test for responsiveness</b>
C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer was properly received: (a) complies with the requirements of these Conditions of Tender, (b) has been properly and fully completed and signed, and (c) is responsive to the other requirements of the tender documents
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.  Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>C.3.9</b>	<b>Arithmetical errors, omissions and discrepancies</b>

Clause	Description				
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.				
C.3.9.2	Check the highest-ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: <ul style="list-style-type: none"> <li>(a) the gross misplacement of the decimal point in any unit rate;</li> <li>(b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>(c) arithmetic errors in:               <ul style="list-style-type: none"> <li>1. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>2. the summation of the prices.</li> </ul> </li> </ul>				
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.				
C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: <ul style="list-style-type: none"> <li>(a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>(b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul>				
<b>C.3.10</b>	<b>Clarification of a tender offer</b> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>				
<b>C.3.11</b>	<b>Evaluation of tender offers</b> <p>The Standard Conditions of Tender standardise the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project-specific through choices that are made in developing the Tender Data associated with a specific project.</p> <p>Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system</th></tr> <tr> <th style="width: 30%;">Requirement</th><th>Qualitative interpretation of goal</th></tr> </table>	The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system		Requirement	Qualitative interpretation of goal
The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system					
Requirement	Qualitative interpretation of goal				

Clause	Description										
	<table border="1"> <tr> <td data-bbox="320 259 531 383">Fair</td><td data-bbox="531 259 1401 383">The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td></tr> <tr> <td data-bbox="320 383 531 472">Equitable</td><td data-bbox="531 383 1401 472">Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td></tr> <tr> <td data-bbox="320 472 531 607">Transparent</td><td data-bbox="531 472 1401 607">The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of</td></tr> <tr> <td data-bbox="320 607 531 696">Competitive</td><td data-bbox="531 607 1401 696">The system provides for appropriate levels of competition to ensure cost-effective and best-value outcomes.</td></tr> <tr> <td data-bbox="320 696 531 875">Cost-effective</td><td data-bbox="531 696 1401 875">The processes, procedures and methods are standardised with sufficient flexibility to attain the best value outcomes in respect of quality, timing and price, and the least resources to effectively manage and control procurement processes.</td></tr> </table> <p>The activities associated with evaluating tender offers are as follows:</p> <ul style="list-style-type: none"> <li>(a) Open and record tender offers received</li> <li>(b) Determine whether or not tender offers are complete Determine whether or not tender offers are responsive Evaluate tender offers</li> <li>(c) Determine if there are any grounds for disqualification Determine acceptability of preferred tenderer</li> <li>(d) Prepare a tender evaluation report</li> <li>(e) Confirm the recommendation contained in the tender evaluation report</li> </ul>	Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.	Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.	Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of	Competitive	The system provides for appropriate levels of competition to ensure cost-effective and best-value outcomes.	Cost-effective	The processes, procedures and methods are standardised with sufficient flexibility to attain the best value outcomes in respect of quality, timing and price, and the least resources to effectively manage and control procurement processes.
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<b>C.3.11.1</b>	<p><b>General</b></p> <p>The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p>										
<b>C.3.12</b>	<p><b>Insurance provided by the employer</b></p> <p>If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of the contract identified in the contract data, require the employer to provide.</p>										
<b>C.3.13</b>	<p><b>Acceptance of tender offer</b></p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> <li>(a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.</li> <li>(b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.</li> </ul>										

Clause	Description
	<p>(c) has the legal capacity to enter into the contract.</p> <p>(d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.</p> <p>(e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>(f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
<b>C.3.14</b>	<b>Prepare contract documents</b>
C.3.14.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <p>(a) addenda issued during the tender period,</p> <p>(b) inclusion of some of the returnable documents and</p> <p>(c) other revisions agreed upon between the employer and the successful tenderer</p>
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance if any.
<b>C.3.15</b>	<b>Complete the adjudicator's contract</b>
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
<b>C.3.16</b>	<b>Registration of the award</b>
	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
<b>C.3.17</b>	<b>Provide copies of the contracts</b>
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.



# **TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE**

AFRICA'S FIRST AUTOMOTIVE CITY

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## **Volume 2: The Contract**

### **Part C3: Scope of Work**

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### **C3.1: Description of the Works**

#### **C3.1.1 Employer's Objectives**

The TASEZ Infrastructure Development Division has been tasked with the implementation and management of the Tshwane Automotive Special Economic Zone. Two Phases of the zone have already been completed and TASEZ is currently busy with the construction of Phase 2. TASEZ has also been appointed by the City of Tshwane as the Implementing Agent for the Bulk services in the zone and there are other clients who have been engaging the TASEZ Infrastructure Development Division to assist with their infrastructure projects as the Implementing Agent.

#### **C3.1.2 Overview of the Works**

The types of projects expected to be executed include but not limited to: -

- 1) Bulk infrastructure services
- 2) Civil works
- 3) Building works
- 4) Top structures
- 5) Electrical installations
- 6) Mechanical installations

During the implementation of this project, it is expected that there should be minimal disruption to all other services.

Environmental compliance and management including rehabilitation after construction shall be part of the scope of work for this Contractor.

The contractor must ensure that open excavations is appropriately barricaded, and it does not pose any danger to the community.

The contractor will not have exclusive access to the site. The development of the different sites will require other contractors to execute their construction activities during the same time period, which may include road construction, powerlines, platforms, stormwater, and sewer networks. Therefore, the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer, other contractors, and the public in general.

### **C3.1.3 Location of Works**

- 1) Phase 1 and 1A
- 2) Phase 2
- 3) Phase 3
- 4) CoT project sites
- 5) Other sites as may become available for TASEZ to implement the projects

### **C3.1.4 Temporary Works**

Temporary works expected during construction include:

- a) Site Establishment: inclusive of temporary electrical and water connections, Contractor's offices, storage sheds, latrines and barricading of Works.
- b) Contractor's yard shall be located in an approved position and subject to the approval of all authorities concerned
- c) The camp shall be adequately guarded during and outside working hours
- d) Safety and security of the Contractors' temporary works shall be at the Contractors' discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
- e) Protection/barricading of excavations such as chambers and pipe trenches
- f) Search for, expose, protect and backfill existing services
- g) Relocation of existing services
- h) Accommodation of public and construction traffic: Be such to ensure no or limited interruption to vehicular and pedestrian traffic
- i) Accommodation of other contractors and service providers
- j) Shoring and dewatering of excavations (where required): Provide temporary drainage works, temporary pumps and other equipment as may be necessary for the protection, draining and dewatering of the works
- k) Stormwater: Be such that existing storm water flow shall not be impeded during survey and construction activities.
- l) Environmental mitigation measures
- m) Provide temporary drainage works, temporary pumps and other equipment as may be necessary for the protection, draining and dewatering of the works

## C3.2: Engineering Works

### C3.2.1 Design Services and Activity Matrix

#### Works designed by, per design stage:

Concept, feasibility and overall Process	Engineer
Engineering and detail layout to tender stage	Engineer
Final design to be approved for construction stage	Engineer
Temporary works:	Contractor
Preparation of as-built drawings	Contractor/Engineer
(a) The Engineer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.	
(b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.	
(c) The Contractor shall supply all details necessary to assist the Engineer in the final compilation of the as-built drawings.	

### C3.2.2 Employer's Design

All permanent works required for construction shall be designed by the employer and his appointed agents / professional team.

Where a contractor will be appointed for turnkey, the Contractor will be expected to conduct designs under the supervision of the TASEZ Engineer.

### C3.2.3 Drawings

All drawings and documents are to be considered the sole property of the TASEZ and are to be returned to them on completion of the Works. The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.

Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.

### **C3.3: Preferential Procurement Procedures**

#### **C3.3.1. Preferential procurement Procedures**

The tenders will be evaluated in terms of the latest TASEZ Evaluation and Scoring of Tender Offers on Empowerment Objectives and Price Specification document published at the time of tender.

#### **C3.3.2 Resources standards pertaining to targeted procurement**

The tenders will be evaluated in terms of the latest TASEZ Evaluation and Scoring of Tender Offers on Empowerment Objectives and Price Specification document published at the time of tender.

#### **C3.3.3 Scope of mandatory subcontract work (SMMEs)**

In terms of TASEZ's commitment to SMME development, the Contractor will be required to employ SMME's to carry out certain portions of the works as indicated in the Specification for the Employment of SMME Sub-Contractors (included in Annexure 6 of this Tender Document). SMMEs employed shall be restricted to those registered with the TASEZ. TASEZ's target for SMME involvement in this project is 45 %.

The following work packages have been identified as possible portions of the work that can be done by SMMEs. It however still remains the Contractor's responsibility to achieve the target of 45% SMME involvement at the end of the project.

The possible work packages are the following:

- Site Clearance
- Excavations
- Supply of materials
- Supply of plant
- General labour
- Security services

#### **C3.3.4 Preferred subcontractors/suppliers (SMMEs)**

As indicated in the specification referred to in C3.3.1 above. These packages are only indicative SMME packages and the SMME packages will have to be broken down into smaller packages in order to accommodate the CIDB gradings of available SMME subcontractors.

### **C3.3.5 Subcontracting Procedures (SMME's)**

As indicated in the specification referred to in C3.3.1 above.

### **C3.3.6 Employment of Local Labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end, the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Proposed Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

### **C3.4: Construction**

#### **C3.4.1. Works Specification**

##### **C3.4.1.1. Applicable National and International Standards**

For the purpose of this Contract "SABS" is to be replaced by "SANS". The latest issues of the Standard Specifications, applicable at the date of tender advertisement, shall apply -

Variations and additions to the SANS Standardized Specifications and are listed in C3.6.2.

#### **C3.4.2. Plant and Materials**

##### **C3.4.2.1 Plant and Materials Supplied by the Employer**

None.

##### **C3.4.2.2 Materials, Samples and Shop Drawings**

The manufacturers of the pipes, valves and fittings must be SANS accredited and the certificate of accreditation must be provided to the Engineer for approval before a final order is placed. All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not.

The Contractor shall, when so ordered, deliver to an approved testing laboratory, samples of materials to be used in the Works. No laboratory for use by the Engineer will be required. However, the Contractor shall provide and maintain his own equipment to do all the soil and density tests required to enable him to fulfil his obligations in terms of the specifications in this regard. The cost of other control tests required to be done by the Engineer shall be paid for from the Provisional Sum allowed in the Bills of Quantities for this purpose.

Should the Contractor wish to utilise any materials other than those specified on the working drawings or specified in the standard specifications, project specifications or Bill of Quantities, the Contractor will be required to submit to the Engineer in writing requesting the use of the alternative material. This written request must be accompanied by sufficient information (test results, comparative tests, certificates etc.) to enable the Engineer to make an informed decision.



All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time of its compilation and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer.

### **C3.4.3. Construction Equipment**

#### **C3.4.3.1 Requirements for equipment**

The Contractor must ensure that plant and equipment as tendered in the Returnable Documents are in good working order and are utilised for their intended purposes, and that the plant and equipment are insured against all eventualities. All equipment must comply with the requirements as stipulated in the Environmental regulations and specifications and contained in the OHS Act.

#### **C3.4.3.2 Equipment Provided by the Employer**

None

### **C3.4.4. Existing Services**

#### **C3.4.4.1. Known Services**

Certain of the Works to be constructed under this Contract are in close proximity to existing works, structures, and equipment. This will necessitate great care being taken by the Contractor when constructing the Works to be carried out under this Contract.

Information will be supplied to the Contractor by the Engineer indicating the approximate positions of these services and the Contractor will be expected to locate these by hand excavation before any excavation operations commence. Any problems encountered shall be immediately brought to the attention of the Engineer.

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.

In addition, certain items of work are required to be connected to existing works. The new work must therefore be coordinated and arranged in such a manner so as to cause minimum interference with the existing work and must also be carried out so as to match and blend in with the existing work.

No additional payment will be made for the care required or for any additional costs incurred by the Contractor when constructing in the proximity of existing works or survey pegs, etc., nor will payment be made for connecting any new works to existing works, except where specifically allowed for in the Bill of Quantities. The Contractor must therefore allow for all such costs in his tendered rates in the Bill of Quantities.

#### C3.4.4.2. Treatment of Existing Services

Where existing services are either indicated on drawings supplied to the Contractor or indicated on site, or in the course of excavation the Contractor shall lay bare any water mains, acid mains, pipes, cables, telegraph cables or telephone poles, or any existing structures, these shall be severely shored, strutted or slung and sufficiently protected to ensure that no damage shall be done to them until filling has been placed around them.

#### C3.4.4.3. Reinstatement of services and structures damaged during construction

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the

possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by an outside authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's Payment Certificate. The Employer will attend to the payment of monies due to outside authorities.

### **C3.4.5. Site Establishment**

#### **C3.4.5.1 Service and Facilities Provided by the Employer**

##### **C3.4.5.1.1 Source of Water Supply**

The Contractor may make an application to the City of Tshwane'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 himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor 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 from the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

##### **C3.4.5.1.2 Source of Power Supply**

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures, load shedding and other shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Sections of the schedule shall include all costs for the establishment and maintenance of a power supply to the works and camp.

#### C3.4.5.1.3 Location of Camp and Materials Storage Area

The Site of the Works is restricted, and the Employer has no suitable areas available where the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract. The Contractor shall, at his own cost, be responsible for locating and making all arrangements necessary for securing an area suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Engineer in accordance with the Contract.

Any potential area proposed by the Contractor shall be within reasonable proximity to the Site of the Works and its location shall be subject to the approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall confine his camp and storage of materials to the approved areas. On completion of the construction works the surface of the areas utilised shall be left in a neat and presentable manner.

#### C3.4.5.1.4 Excrement Disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

### C3.4.5.2 Facilities Provided by the Contractor

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

#### C3.4.5.2.1 Offices

The Contractor shall provide on the Site, one office that can accommodate at least 2 persons for the exclusive use of the Engineer. One toilet should also be provided. Such office shall comply with and be furnished in accordance with the requirements of subclause 3.2 of SANS 1200 AB. The Contractor shall maintain the office in accordance with the requirements of subclause 5.2 of SANS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

#### C3.4.5.2.2 Carports

The Contractor shall provide on Site two carports for the exclusive use of the Engineer, in accordance with the requirements of subclause PSAB 3.3 of section C3.6 of the scope of Works.

#### C3.4.5.2.3 Site Meeting Venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of twenty-five (25) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

#### C3.4.5.2.4 Telephone Facilities

The Contractor shall provide two cellphones and associated service contracts from a reputable cellular service provider. The Contractor shall further insure the cellphones against loss or damage from whatever cause arising and shall ensure that all Cellphone accounts are promptly paid on the due dates for payment. The Contractor shall further, at his own cost, ensure the prompt repair of all Cellphones provided under this clause, when reasonably required by the Engineer.

The Contractor shall, on the production of an itemised statement, be reimbursed only the cost of the Engineer's Cellphone calls.

#### C3.4.5.2.5 Computer Facilities

The Contractor shall provide the Engineer's site staff each with a Laptop computer that complies with the minimum specifications as set out in SANS 1200 AB (as amended).

#### C3.4.5.2.6 Printer/Copy/Scanning Facilities

The Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), provide printing/copying/scanning facilities together with the necessary driver software, for the exclusive use of the Engineer and his staff.

A single (combined) device or separate devices may be provided. The facilities provided shall be capable of making both A4 and A3 size prints and copies in black and white, and permit scanning of images up to A3 size.

All the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system shall be provided and installed for the Engineer's site personnel.

All equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff. The Contractor shall further provide at his own cost, all paper, ink cartridges and other consumables reasonably required by the Engineer.

### **C3.4.5.3 Storage and Laboratory Facilities**

The Contractor shall provide sheds for storage of materials and offices for his own use as required. The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the

The contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

### **C3.4.5.4 Other Facilities and Services**

The Contractor must arrange for his own services on site as stipulated in C3.4.5.1. No housing facilities are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to Site.

### **C3.4.5.5 Vehicles and Equipment**

None.

### **C3.4.5.6 Advertising Rights**

No advertising will be permitted without the express written consent of the Employer.

### **C3.4.5.7 Name Boards**

The name board required shall be as per the detail provided by the Engineer.

### **C3.4.6 Site Usage**

The contractor will not have exclusive access to the site, therefore, the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction-related infrastructure shall be allowed in locations that may interfere with the operations of the Employer, other contractors, and the public in general.

The development of the Phase 2 site will require other contractors to execute their construction activities during the same time period, which may include road construction, powerlines, platforms, stormwater, and sewer networks.

### **C3.4.7 Permits and Way Leaves**

The Contractor shall be responsible for obtaining all the way leaves required for this Contract. The Contractor shall apply for the relevant Construction permit from the Department of Labour.

### **C3.4.8 Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.



### **C3.4.9 Survey Control and Setting Out of the Works**

#### **C.3.4.9.1 Setting out Information**

The Contractor will be provided with the setting out control data which was used in the setting out of the works and the Contractor will be entirely responsible for the correct setting out of all services on the Contract.

#### **C.3.4.9.2 Reference Marks**

The Contractor will have the responsibility of referencing each and every setting out peg on the Contract, in a position such that the reference pegs will not be disturbed by his operations on the site, and to safeguard and maintain such reference pegs until the completion of the Works.

The Contractor shall provide the Engineer with a record of the position of the reference pegs, and he shall assist the Engineer throughout the Contract in the checking of the setting out of the Works, using these reference pegs.

#### **C.3.4.9.3 Survey beacons (*Read with SANS 1921 - 1: 2004 Clause 4.15*)**

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as stand boundary pegs and trigonometric beacons, regardless of whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

### **C3.4.10. Construction in Restricted Areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

### **C3.4.11 Drawings**

#### **C3.4.11.1 Figured Dimensions to be used**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Contract Works, and dimensions shall not be scaled from the

Drawings unless required by the Engineer. The Engineer must be notified immediately should the Contractor notice any discrepancies in dimensions in setting out the works. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

#### **C3.4.12 Trenches**

No trenches may be left open during the Contractor's Holidays during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:

- (a) prevent damage occurring to the trenches or any other part of the Contract Works
- (b) prevent damage to or physical loss of the property of any person
- (c) eliminate the risk of injury to any person during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent reopening of the trenches after the holiday period shall be for the Contractor's account.

#### **C3.4.13 Change In Scope of the Works**

The Employer reserves the right to amend the quantities and scope of works (increase or decrease quantities) prior to the award of the Contract and signing of Contract Agreement. These amendments will be finalised in consultation with the Contractor.

#### **C3.4.14 Community Liaison and Community Relations**

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities and shall attend all meetings of the Community Liaison Committee as may be reasonably required by the Engineer.

All matters concerning the communities shall be discussed and, where possible, resolved at such meetings.

Where any resolution of the Community Liaison Committee may be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which have not been provided for in his tendered rates and prices, and/or that a delay in the progress of the Contract Works will result, he will be entitled to submit a claim in terms of Sub-Clause 11.2 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Sub-Clause 20.1 of the Conditions of Contract shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

## **C3.5: Management**

### **C3.5.1 Management of the Works**

#### **C3.5.1.1 Particular or Generic Specifications**

The following references from, and variations and additions to the Standard Specifications will be valid for this Contract.

The clauses and pay items in this portion of the Particular Specifications are numbered "B" followed by a number corresponding to the number of the relevant clause or pay item in the Standard Specifications. New clauses and pay items not covered by clauses or pay items in the Standard Specifications, if included here, are also designated "B" followed by a number. These numbers follow on the last clause or pay item number used in the relevant section of the Standard Specifications.

#### **C3.5.1.2 Programme**

##### **C3.5.1.2.1 General**

The Contractor's initial and all subsequent adjusted programmes to be submitted in terms of Clause 8.3 of the Conditions of Contract, shall show and when relevant describe in detail the entire extent of the work to be carried out, as described in or can reasonably be inferred from Part C3: Scope of Works of this document. In addition to the requirements detailed in Clause 8.3 of the Conditions of Contract, the following additional programming information shall be incorporated into the Contractor's initial and all subsequently adjusted programmes as specified in C3.5.1.2.4.

##### **C3.5.1.2.2 Format**

The Construction Programme to be submitted by the Contractor in accordance with the provisions of Clause 8.3 of the Conditions of Contract shall: -

- (a) Be in the form of a bar chart; and
- (b) Clearly indicate the start and end dates and duration of all construction activities and identify the critical path; and
- (c) Take full cognisance of all the Contractor's risks and obligations in terms of the Contract.

The said Programme and all revisions thereto shall also be provided to the Engineers in electronic digital format using the Primavera Project Planner (P6) software package or an approved alternative.

### C3.5.1.2.3 Failure to Maintain Construction Programme

If the Construction Programme has to be revised in terms of the Conditions of the Contract, because the Contractor is falling behind in its programme, the Contractor shall submit a revised programme of how it intends to regain lost time to ensure completion of the Works before the Due Completion Date.

### C3.5.1.2.4 Specific Programme Requirements

The Contractor's programme shall also take full account of the matters described in the sub-clauses hereunder. No additional payments will be made to the Contractor in respect of any additional costs it may incur in consequence of arranging or adjusting its programme to accommodate the said matters and the Contractor's various tendered rates and prices shall be deemed to be fully inclusive of such costs.

No construction activities will be permitted which require the complete shut-down of existing works and operations.

#### (a) Sequencing of work

There is no preferred order in which the different installations must be done. The Contractor must however consult with the Engineer and Employer to determine if there are any preferred orders in which the installations must be done before he finalises his programme and before any construction starts.

#### (b) Facilities to Other Contractors

Pursuant to the requirements of the Conditions of Contract, the Contractor's programme shall make allowances for the presence of such other contractors on the Site as are described below. This may involve adapting the Contractor's programme to accommodate the work of such other contractors and ensuring access to their sites along prescribed routes over the Site of this Contract.

Other Civil Engineering Contractors are engaged by the Employer and will be present on-site during the period of the contract.

At times certain areas of work will overlap with the other contractors and the Contractor shall arrange or adjust as necessary, the sequence of its work so as not to delay the programmes of the existing contractors. The

programmes of the existing contractors are available at the office of the Engineer for perusal.

### **C3.5.1.3 Methods and Procedures**

#### **C3.5.1.3.1 Management and disposal of water (Read with SANS 1921 - 1: 2004 clause 4.6)**

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

#### **C3.5.1.3.2 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)**

##### **a) Process Control**

The Contractor shall arrange for all tests required for process control to be done by a SANAS-accredited commercial laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on-site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

##### **(b) Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the Bill of Quantities, but tests that failed to confirm compliance with the specifications will be for the account of the Contractor.

#### **C3.5.1.3.3 "As built" Drawings**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of

the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Engineer. The Contractor must provide as-built survey information in digital format.

The Taking-Over Certificate shall only be issued after the Engineer has received a properly completed set of "As Built" drawings from the Contractor. This set of drawings shall be approved and signed by the Contractor's Contracts Manager. No additional payment will be entertained as a result of this requirement.

#### C3.5.1.3.4 Security of Contractor's Site

The provision of security for the Contractor's Site Establishment shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered.

#### C3.5.1.3.5 Information Supplied by Employer

Certain information contained in these Contract Documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the Tender Drawings.

#### C3.5.1.3.6 Finishing and Tidying

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s)

concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

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

#### C3.5.1.3.7 Co-operation with Other Authorities

In general, services by others will be relocated prior to work commencing or installed after the Contractor has substantially completed the work covered by this Contract. However, should it be deemed by the Engineer that it would be in the best interest of the Employer that the installation of services by others in any sector should be permitted to proceed before the Contractor has substantially completed his own work under the Contract, he shall afford all reasonable facilities by way of access and working space to the parties responsible for the installation of these services.

It will be necessary also to install ducts under roads for the accommodation in the future of electrical and telephone service cables. The marking and positive identification of such ducts, in co-operation with the authorities concerned, is to be considered as one of the responsibilities of the Contractor.

#### C3.5.1.3.8 Quality Plans and Control

*(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end, it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (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 own workmanship in accordance with his QA system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.



The Contractor shall develop a Project Quality Plan (PQP) that details how quality will be managed on-site. The plan will be in accordance with ISO 10 005:2018.

Over and above the PQP, the Contractor shall develop Quality Control Plans (QCPs) / Inspection and Test Plans (ITP) that are specific to the scope of work. Where special processes are involved, the contractor shall develop Method Statements that detail how these processes will be managed.

#### **C3.5.1.4 Environment**

##### **C3.5.1.4.1 Management of the environment (*Read with SANS 1921 - 1: 2004 clause 4.19*)**

The Contractor shall pay special attention to the following:

##### **(a) Natural Vegetation**

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer. Refer to Annexure 3.

##### **(b) Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

Employees of his subcontractors must be able to identify themselves as members of the construction team.

#### **C3.5.1.5 Accommodation of Traffic on Public Roads Occupied by the Contractor**

Where the Work borders on or joins into existing roads and where the works affect the operation and/or safety of road users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

### **C3.5.1.6 Other Contractors on Site**

Other Contractors are engaged by the Employer and will be present on-site during the period of the contract.

### **C3.5.1.7 Testing, Completion, Commissioning, and Correction of Defects**

In terms of the Contract Data, the Works are to be constructed using the Conditions of Contract for Construction (FIDIC "Red Book" 2017) published by the International Federation of Consulting Engineers. In terms of Clause 10.1, a Taking Over Certificate will only be issued once all of the works are complete for their intended use. For the purposes of this project, no partial completion will be entertained.

Once Completion has been reached in terms of Clause 10.1, the works will be handed over to the TASEZ. The Defects Notification period will only commence once all of the outstanding works and snags listed in the Taking Over Certificate have been completed (including all As-built Information in terms of C3.5.1.3.3 above).

In terms of the Contract Data, the Defects Notification Period is 365 days from the date stated in the Take-Over Certificate terms of Clause 11.1. Any defects which may be discovered during the Defects Notification Period or at the end of the Defects Notification Period will be remedied in terms of Clause 11.1.

### **C3.5.1.8 Recording of Weather**

#### Extension of Time Due to Abnormal Rainfall

A claim for extension of time in respect of delays suffered by the Contractor in consequence of wet climatic conditions will be considered by the Engineer in terms of Sub-Clauses 8.2 and 8.4 of the Conditions of Contract and in accordance with provisions set out hereunder.

For the purposes of extension of time, a delay caused by wet climatic conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Sub-Clause 8.3 of the Conditions of Contract has been brought to a halt.

Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Sub-Clause 6.5 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works or Contract Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Engineer, granted in terms of the Conditions of Contract.

The Contractor shall make due allowance within his programme submitted in terms of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of twenty-four (24) normal working days/year, referred to in the table below (as defined in Sub-Clause 6.5 of the Conditions of Contract), during the Contract.

**Average Delays Due to Inclement Weather:**

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Days Delay	3	3	2	2	1	1	1	1	2	2	3	3	24

Extension of time, if granted by the Engineer, will be determined as the aggregate number of normal working days for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in the paragraph above.

In determining the revised Due Completion Date of the Contract, the Engineer shall add the equivalent number of normal working days delay determined in the paragraph above and all intervening normal non-working days to the prevailing Due Completion Date.

**C3.5.1.9 Format of Communications**

The Contract shall keep a triplicate Site Instruction Book and separate Site Diary on site. Site Instructions will be issued to the Contractor by the Engineer or his designated representative. The Site Instruction Book is for the sole use of the Engineer, and the Contractor will not be permitted to communicate via. this

book. The Contractor will be required to complete the Site Diary for each and every day of the contract, from the commencement date through to the day that the Contractor de-establishes. The Contractor must record the following information in the Site Diary:

- Date
- Weather conditions
- Plant and labour on site
- Daily activities
- Information required
- Frustrations
- Requests for inspections

Under no circumstances will the Contractor be permitted to communicate directly with the Employer. All correspondence for the contract must be directed through the Engineer.

#### **C3.5.1.10 Key Personnel**

The Contractor will be required to submit the Curriculum Vitae of all Key personnel for approval by the Engineer prior to commencing duties on site. Any changes to personnel must be approved by the Engineer.

In addition, the Contractor must provide the Engineer with a schedule of plant and labour on site. This schedule must be submitted to the Engineer at least 2 days before each and every Site Meeting.

#### **C3.5.1.11 Management Meeting**

Monthly Site Meetings will take place during the contract duration. The Contractor must ensure that his duly appointed responsible person attends the Site Meetings. Should the "responsible person" for the contract be unable to attend, then a nominated representative with equal authority must attend in place. This person must have the necessary authority to make any decision which could be made by the "responsible person".

The attendance of Site Meetings by Sub-Contractors will only be permitted by special written request by the Contractor or specifically requested by the Engineer.

### **C3.5.1.12 Forms for Contract Administration**

Standard forms for payment certificates and reporting will be issued to the Contractor during the course of the Contract.

### **C3.5.1.13 Electronic Payments**

Arrangements for electronic payment of payment certificates will be made between the Contractor and Employer during the Site Handover Meeting.

### **C3.5.1.14 Daily Records**

#### **C3.5.1.14.1 Instructions by the Engineer**

Site instructions by the Engineer, addressed to the Contractor at his works office on site will be numbered consecutively in a triplicate book supplied by the Contractor and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

#### **C3.5.1.14.2 Site Diary**

The Contractor must keep a triplicate site diary on site, which must record the daily site activities, plant, site supervision, rainfall, site visitors, etc. This diary must be filled in daily and signed by the Contractor's Representative. Failure on the Contractor's part to keep proper records will count heavily against him in assessing any claims, which may occur during the contract period.

### **C3.5.1.15 Performance Security**

The Performance Security shall be as stated in the Contract Data. The original performance security must be submitted to the Employer and one copy of the security is to be submitted to the Engineer.

### **C3.5.1.16 Payment Certificates**

The Contractor will be allowed to submit a payment certificate on a monthly basis in terms of clause 14.3 of the Conditions of Contract. Measurements must be agreed upon with the Engineer's Representative by the 20<sup>th</sup> of each month, and the payment certificate submitted to the Engineer by the 25<sup>th</sup> of each month. If the Contractor submits a formal request, the Employer will consider processing payment certificates twice a month.

Payment certificates are to be submitted with all supporting documentation. Standard formats will be issued to the Contractor at the Site Handover Meeting.

### **C3.5.1.17 Proof of Compliance with the Law**

In terms of the Contract Data, the governing law is the law of South Africa. Should it be necessary during the Construction or Defects Notification Period for the Contractor to prove that he is abiding by the applicable law in terms of the Contract Data; the Contractor will be required to submit in writing to the Engineer such proof.

## **C3.5.1 Health and Safety**

### **C3.5.1.1 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 Engineer 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 Engineer, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with the Construction Regulations 2014 (Notice No 37305, dated 7th February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(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.
- (vii) 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.
- (viii) 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 Engineer, 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.
- (ix) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Part C3: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1) of the Construction Regulations 2014), which is attached as Annexure 4.

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.

### **C3.5.1.2 Protection of the Public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any dangerous areas on the Works, e.g. by temporary barricades and/or fencing.

### **C3.5.1.3 Traffic Control on Roads**

Where the work borders on or joins into existing roads and where the works affect the operation and/or safety of road users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic.

The Contractor will be required to submit to the Engineer for approval a layout plan indicating traffic accommodation for the works for each set-up. Approval of each set-up by the Engineer will not in any way preclude the Contractor from his responsibilities regarding traffic accommodation. The Contractor must employ a full-time traffic and safety officer for the duration of the contract. The officer will be responsible for all safety and traffic accommodation-related matters.



## C3.6: Specifications

### C3.6.1 Applicable SANS Standardized Specifications

The SANS Standardised Specifications shall apply for the specific projects

### C3.6.2.1

#### PSA 2.4 Abbreviations

(a) Abbreviations relating to standard documents

*Add the following abbreviation:*

"CKS: SABS Co-ordinating Specification."

#### PSA 3 Materials

##### PSA 3.1 Quality

*Add the following at the end of subclause 3.1:*

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SANS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

#### PSA 4 Plant

##### PSA 4.1 Silencing of Plant

*Replace the contents of subclause 4.1 with the following:*

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

## **PSA 4.2 Contractor's Offices, Stores and Services**

*Add the following paragraph before the existing first paragraph in subclause 4.2:*

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

*Delete "and first-aid services" in the second paragraph of subclause 4.2 and add the following:*

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

## **PSA 5 Construction**

### **PSA 5.1 Survey**

#### **PSA 5.1.2 Preservation and Replacement of Survey Beacons and Pegs Subject to the Land Survey Act**

*Delete the words "in the vicinity of boundaries" in the second sentence of subclause 5.1.2 and replace the words "under the direction of" in the same sentence with "in consultation and liaison with".*

*Add the following after the second sentence of subclause 5.1.2:*

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

*Replace the third sentence of subclause 5.1.2 with the following:*

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- (b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

### **PSA 5.3 Protection of Existing Structures**

Replace "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," and insert the following after "(Act No 27 of 1956)": "as amended".

### **PSA 5.4 Protection of Overhead and Underground Services**

*Replace the heading and the contents of subclause 5.4 with the following:*

#### **"PSA 5.4 Location and Protection of Existing Services**

##### **PSA 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the drawings but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions

- were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

#### **PSA 5.4.2 Protection during Construction**

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

### PSA 5.4.3 Alterations and Repairs to Existing Services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

A list of important telephone numbers for use when services are damaged or need to be altered is provided below:

<u>Electricity</u>	:	City of Tshwane - Electricity Department Contact telephone number: 012 358 9999
<u>Water and Sanitation</u>	:	City of Tshwane – Water and Sanitation Department Contact person: Mr. Dumisani Gubuza Contact telephone number: 012 358 6156
<u>Traffic</u>	:	Tshwane Metro Police Contact telephone number: 012 358 7095

### PSA 5.7 Safety

*Replace the contents of subclause 5.7 with the following:*

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as

- amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
  - (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
  - (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
  - (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Sub-Clauses 8.8 to 8.12 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Sub-Clause 8.7 of the Conditions of

Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Sub-Clause 15.2(b) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 15."

*Add the following subclauses to clause 5:*

#### **"PSA 5.9 Site Meetings**

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

#### **PSA 6 Tolerances**

*Add the following subclause to clause 6:*

##### **"PSA 6.4 Use of Tolerances**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.



If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

## **PSA 7      Testing**

### **PSA 7.1    Checking**

*Add the following to the subclause:*

#### **Pipe Trenches**

The Employer's Agent will visually inspect excavations before placement of bedding material. The Employer's Agent will perform density acceptance tests in pipe trenches on the bedding layers, selected backfill and backfill in accordance with CoT Specifications. The Contractor shall notify the Employer's Agent when the pipe trench has been excavated and when each 300 mm increment of backfill has been completed.

#### **Pipework**

The Employer's Agent will visually inspect all anchor blocks, pipework and erf connections before covering up. The Contractor shall notify the Employer's Agent when the pipeworks are ready, before covering up. The Contractor shall perform pressure tests in the presence of the Employer's Agent after the trench has been partially backfilled. Joints and fittings are to remain exposed. The Contractor shall retest the completed pipelines in the presence of the Employer's Agent on completion of all the Works."

## **PSA 7.2 Approved Laboratories**

*Replace the contents of subclause 7.2 with the following:*

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- © Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (c) Any other laboratory that the Engineer approves in his absolute discretion."

## **PSA 8 Measurement and Payment**

### **PSA 8.1 Measurement**

#### **PSA 8.1.1 Method of Measurement, all Sections of the Schedule**

*Delete the words "and South-West Africa".*

#### **PSA 8.1.2 Preliminary and General Item or Section**

##### **PSA 8.1.2.1 Contents**

*Replace the last sentence of subclause 8.1.2.1 (b) with the following:*

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

##### **PSA 8.1.2.2 Tendered Sums**

*Replace the contents of this subclause with the following:*

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

## **PSA 8.2 Payment**

### **PSA 8.2.1 Fixed-Charge and Value-Related Items**

*Replace the contents of subclause 8.2.1 with the following:*

#### **PSA 8.2.1.1 Fixed-Charge Items**

*"Payment of fixed charges in respect of item 8.3.1 will be made as follows:*

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

### PSA 8.2.1.2 Value-Related Items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Particular Conditions, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Particular Conditions.

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Sub-Clause 12.3 of the Conditions of Contract, and this adjustment will be applied to the third instalment."

### PSA 8.2.2 Time-Related Items

*Replace the contents of subclause 8.2.2 with the following:*

"Subject to the provisions of subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

### PSA 8.3 Scheduled Fixed-Charge and Value-Related Items

ADD THE FOLLOWING TO CLAUSE 8.3.3 Other fixed-charge obligations

**PSA8.3.3(a): Notice and warning to property owners..... Unit: Sum**

The sum shall cover the full compensation and cost of supply and delivery of the notices and warnings to property owners at least 10 days before work is to take place at their properties.

**PSA 8.3.3(b): Blasting.....Unit: Sum**

This item will cover all fixed costs the Contractor may require to establish all resources and infrastructure he may require to enable him to do all blasting required on site. The cost for blasting shall be part of the hard rock excavation.

**PSA 8.6 Prime Cost Items**

*Replace subclause 8.6 with the following:*

**"PSA 8.6 Prime Cost Sums**

- (a) Description of item to which Prime Cost Sum applies ..... Unit: PC sum
- (b) Charge required by Contractor on subitem (a) above .....Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Bill of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Bill of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in C3.5.1.3.2 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

**PSA 8.7 Daywork**

*Replace the contents of subclause 8.7 with the following:*

"Measurement and payment shall be in accordance with the provisions of Sub-Clause 13.6 of the Conditions of Contract."

ADD THE FOLLOWING:

**PSA 8.9 Interference by and Liaison with other Contractors ..... Unit: sum**

The sum tendered shall include full compensation for any foreseen or unforeseen interference that may lead to standing time, delays and liaison required by the contractor with other contractors to get access to portions of the site for the duration of the project.

**PSA 8.10 SMME Procurement ..... Unit: sum**

The sum tendered shall include full compensation for all time-related costs as described in the SMME specification for the duration of the project. Payment will be made as described in subclause PSA 8.2.2."

**PSA 8.11 Sums for SMME Packages ..... Unit: sum**

SMME sub-contractors must be appointed and managed for the different work packages as indicated in the Bill of Quantities. Payment will be made according to the certified amounts in the SMME's Bills of Quantities and the mark-up the Contractor tendered for these Provisional sums. The provincial sum for each package was calculated from the Bill of Quantities for each package which included the payment items identified for each package as well as an allowance for Preliminary and General cost for the duration of the project.

There is a possibility that some of the SMME packages can be split into smaller SMME packages in order to accommodate the Employer's SMME procurement strategies.

**PSA 8.12 Compliance with Socio-Economic Specifications ..... Unit: sum**

The costs of whatever nature for complying with the obligations of the Construction Labour Management Framework and Conditions included in Annexure 5 will be deemed to be covered by the sums tendered for the respective items under this section in Section 1200A of the Bill of Quantities for the duration of the project"

**PSA 8.13 CIDB Levies ..... Unit: sum**

The sum tendered shall include full compensation for any CIDB levies required for the duration of the project.

**PSA 8.14 Training by Main Contractors ..... Unit: sum**

The sum tendered shall include full compensation for training that is required by the contractor for SMME's and labour for the duration of the project.

**C3.6.2.2 PSAB: Engineer's Office (SANS 1200 AB)**

**PSAB 3 Materials**

**PSAB 3.1 Nameboards**

*Add the following:*

Two Employer's name-boards shall be erected within 14 days of the commencement of construction and shall be placed where ordered by the Employer's Agent. Any damage to this board shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the board refer to the Standard Drawings contained in this document.

Erection of two Contractor's name-boards that comply with the drawing(s) provided are required in the area of the Works, at a positions approved by the Employer's Agent, who may at any time order their removal if any objections are received.

All name-boards shall be removed 14 days prior to the date of the Final Approval Certificate

### **PSAB 3.2 Office Building(s)**

DELETE THE FIRST SENTENCE AND SUBSTITUTE THE FOLLOWING:

The Contractor shall supply and furnish two air-conditioned "Kwik space" type offices, one for the use of the Employer's Agent and his/her staff and inspectors and one air-conditioned "Kwik space" type conference facility for conducting meetings (25 people capacity). Minimum size of each conditioner shall be 12000 btu.

ADD TO THE SUB-CLAUSE:

In addition to the furnishings listed under sub-items (a) to (i), the following shall be provided and properly maintained:

- (a) electrical installation to include a light and two 15 A plug points plus two adequately sized air conditioning units (for heating and cooling) for each unit
- (b) one refrigerator of at least 100 litre capacity
- (c) one kettle of at least 2 litre capacity
- (d) one tea set comprising six cups and saucers, six teaspoons, one teapot, one sugar bowl and one milk jug
- (e) covered parking for two vehicles
- (f) un-covered parking space for five vehicles
- (g) two "Barhold" or similar wall mounted racks each with 6 clamps suitable for hanging A0 sized drawings
- (h) All offices and the boardroom must have uncapped internet access with at least 10Mbps speed.
- (i) All offices to be equipped with desks and chairs.
- (j) large table and chairs to for meeting room to accommodate 25 people
- (k) water dispenser for conference room and Engineers office

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 3:

### **"PSAB 3.3 Carport**

The Contractor shall construct the number of carports specified in C3.4.5.2.2 of the Scope of Work for the sole use of the Engineer and his staff. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall be at least 20 m<sup>2</sup> and the floor



shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Engineer's office."

## **PSAB 4 Plant**

### **PSAB 4.1 Telephone**

*REPLACE SUBCLAUSE 4.1 OF SANS 1200 AB WITH THE FOLLOWING:*

The Contractor shall at his own cost, arrange for the provision of two (2) Samsung A53 or similar approved cellular phones and 500 minutes of airtime and 2 GB data bundles per month for the exclusive use of the Engineer's representatives and CLO. The Contractor at the tendered rates under the relevant scheduled item shall recover the associated charges and telephone calls and data bundles associated with the contract"

*ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 4 OF SANS 1200 AB*

### **"PSAB 4.2 Computer Equipment**

Where it is specified in C3.4.5.2 .5 of the Scope of Work, that the Contractor shall provide computer equipment on site for the exclusive use of the Engineer and his staff, such computer hardware and software shall comply with the specifications set out in subclauses PSAB 4.2.1 and PSAB 4.2.2 hereunder.

#### **PSAB 4.2.1 Computer Hardware**

##### **(a) Computers**

- 2 laptops
- 1 A4/A3 laser printer

The laptops shall have the minimum specifications as listed below:

- Intel Core i5-Generation 12 Processor
- 15" Notebook
- 16GB Memory
- 256GB Solid State Drive
- Notebook Bag
- Notebook Lock
- Wireless mouse & keyboard
- Mouse pad

All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

(b) Printers and plotters

The Printers and plotter shall, unless otherwise approved by the Engineer, be ~~Hewlett-Packard~~ or similar approved.

#### **PSAB 4.2.2 Computer Software**

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows (latest edition)
- (b) MS-Office (latest edition).

#### **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(s), the Employer's inspectors, CLO and PSC shall be maintained in a hygienic and sanitary condition and shall be removed on completion of the Works. The facilities provided shall conform to the local health authority's requirements as applicable and the Contractor shall pay all sanitary fees and charges.

##### **PSAB 5.4 Telephone**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.4 OF SANS 1200 AB WITH THE FOLLOWING:*

##### **PSAB 5.4.2 Cellphones**

The Contractor shall advise the cellular service provider of any faults which develop in the cellphone service and/or the cellphone handsets and shall, in such circumstances, arrange for the earliest possible restoration of the said service.

The costs of any necessary repairs and/or the replacement of components to the handsets of the cellphones shall be for the Contractor's account.

The Contractor shall ensure that all accounts for cellphone calls and the respective service contracts are promptly paid. The Contractor shall, on production of an itemised statement, be reimbursed only for the cost of the Engineer's cellular telephone calls."

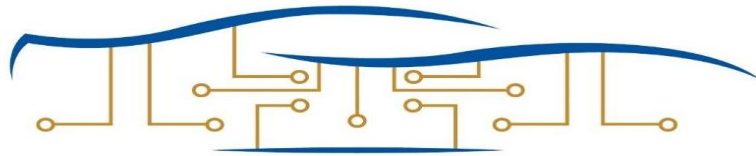
*ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 5 OF SANS 1200 AB:*

**"PSAB 5.6 Computer Equipment**

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

An uncapped data connection with a minimum speed of 10 Megabytes/second should also be provided.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer."



# **TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE**

AFRICA'S FIRST AUTOMOTIVE CITY

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C1.3	Contract Data (Part 1: Data provided by the employer/client)	
C1.4	Contract Data (Part 2: Data provided by the contractor)	
C1.5	Agreement in terms of the Occupational Health and Safety Act (No. 85 of 1993)	
C1.6	Certificate of Authority for Signatory to Agreement in terms of OHS (Act 85 of 1993)	
C1.7	Form of Performance Security	
C1.8	Pro-Forma Insurance Undertaking	

## Volume 3: Returnable Documents

## T2.1: Returnable Documents Checklist

These schedules are required for Pre-Qualifications and Eligibility Purpose

T	Returnable Schedules	Tender Assessment Schedule	Contract Schedule	Check
<b>Schedule 1</b>	Proof of Attendance of the Compulsory Tender Clarification Meeting: As per the compulsory attendance of the Clarification Meeting: <b>Eligibility Criteria Schedule</b>	Yes		<input type="checkbox"/>
<b>Schedule 2</b>	CIDB Registration: Construction Industry Development Board: <b>Eligibility Criteria Schedule</b> – Valid CIDB	Yes	Yes	<input type="checkbox"/>
<b>Schedule 3</b>	Authority for Signatory	Yes	Yes	<input type="checkbox"/>
<b>Schedule 4</b>	Schedule of Work carried out by the Tenderer	Yes		<input type="checkbox"/>
<b>Schedule 5</b>	Schedule of Current Contracts	Yes		<input type="checkbox"/>
<b>Schedule 6</b>	Proposed Key Personnel	Yes	Yes	<input type="checkbox"/>
<b>Schedule 7</b>	Manpower Histogram	Yes		<input type="checkbox"/>
<b>Schedule 8</b>	Schedule of Proposed Sub-Contractors	Yes		<input type="checkbox"/>
<b>Schedule 9</b>	Schedule of Plant and Equipment	Yes		<input type="checkbox"/>
<b>Schedule 10</b>	Proposed Work Programme and Methodology	Yes		<input type="checkbox"/>
<b>Schedule 11</b>	Financial References	Yes		<input type="checkbox"/>
<b>Schedule 12</b>	Estimated Monthly Expenditure	Yes		<input type="checkbox"/>
<b>Schedule 13</b>	Protection of Personal Information: Consent	Yes		<input type="checkbox"/>
<b>Schedule 14</b>	Form Concerning Fulfilment of Construction Regulations, 2014	Yes	Yes	<input type="checkbox"/>
<b>Schedule 15</b>	Occupational Health and Safety Act Specifications	Yes	Yes	<input type="checkbox"/>
<b>Schedule 16</b>	SMME & LEP Target Form	Yes	Yes	<input type="checkbox"/>
<b>Schedule 17</b>	Record of Addenda to Tender Documents	Yes		<input type="checkbox"/>
<b>Schedule 18</b>	Joint Venture Disclosure Form	Yes		<input type="checkbox"/>
<b>Schedule 19</b>	Original Valid SARS Tax Compliance, BBBEE Validation and COID Certificates	Yes		<input type="checkbox"/>
<b>Schedule 20</b>	B-BBEE Exempted Affidavit for Exempted Micro Enterprises	Yes		<input type="checkbox"/>
<b>Schedule 21</b>	Preliminary Programme	Yes		<input type="checkbox"/>
<b>Schedule 22</b>	Rates for Special Materials	Yes		<input type="checkbox"/>
<b>Schedule 23</b>	Records of Proposed Amendments to the Contract Documents	Yes		<input type="checkbox"/>
<b>Schedule 24</b>	Contractor's EME/QSE CPG Plan	Yes	Yes	
<b>Schedule 25</b>	Form K: Contract Participation Goal: EME / QSE Target Form	Yes	Yes	
<b>C1.1</b>	Form of Offer, Acceptance and List of Deviations	Yes	Yes	<input type="checkbox"/>
<b>C1.2</b>	Contract Agreement	Yes	Yes	<input type="checkbox"/>
<b>C1.3</b>	Contract Data (Part 1: Data provided by the employer/client)	Yes		<input type="checkbox"/>
<b>C1.4</b>	Contract Data (Part 2: Data provided by the contractor)	Yes	Yes	<input type="checkbox"/>
<b>C1.5</b>	Agreement in terms of the Occupational Health and Safety Act (No. 85 of 1993)	Yes	Yes	<input type="checkbox"/>
<b>C1.6</b>	Certificate of Authority for Signatory to Agreement in terms of OHS (Act 85 of 1993)	Yes	Yes	<input type="checkbox"/>
<b>C1.7</b>	Form of Performance Security	Yes	Yes	<input type="checkbox"/>
<b>C1.8</b>	Pro-Forma: Insurance Undertaking	Yes	Yes	<input type="checkbox"/>
<b>C2.2</b>	Bill of Quantities	Yes		<input type="checkbox"/>
	SBD 4.1 – Disclosure of Interest	Yes	Yes	<input type="checkbox"/>
	SBD 6.1 – Preference Points Claim Form	Yes	Yes	<input checked="" type="checkbox"/>



## **T2.2: Returnables Schedules**

### **Schedule 1: Proof of Attendance of the Compulsory Tender Clarification Meeting**

An attendance register will be made available in the briefing and Bidders must sign the register as proof of attendance.

TASEZ will use the attendance register to certify attendance at the compulsory briefing.

## **Schedule 1: Compulsory Briefing**

~~Proof of Attendance of the Compulsory Tender Clarification Meeting: As per the compulsory attendance of the Clarification Meeting: Eligibility Criteria Schedule~~

## Schedule 2: CIDB Registration

Bidders are to indicate their CIDB Grading by filling in the table below and attach a copy of the Valid CIDB Grading Designation or evidence of being so registered.

### Note:

TASEZ will confirm the activity and validity of grading through the CIDB website. Bidders whose status is suspended, de-registered and expired, will be deemed non-responsive.

### Schedule 3: Authority for Signatory

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

A Company	B Partnership	D Sole Proprietor	E Close Corporation

#### A: Certificate for Company

I, ....., chairperson of the board of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20.....

Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender for **Contract No RFP/009/2025** and any contract resulting from it on behalf of the company.

#### **As witnesses:**

1. .... Chairman: .....

2. .... Date: .....

#### B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this tender for **Contract No RFP/009/2025** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note:** This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Membership as a whole.

**C. Certificate for Sole Proprietor**

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

**As witnesses:**

1. .... Sole Owner: .....

2. .... Date: .....

**D. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this tender for **Contract No TAS/INFRA/CNT001** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note:** This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the membership as a whole.

#### Schedule 4: Schedule of Work carried out by the Tenderer

The Tenderer shall list below the construction contracts of a similar nature awarded to them over the last 10 years. This information is material to the adjudication of the Tender.

<b>Employer / Client</b> (Contact Person, Tel No and Email Address)	<b>Employer Representative / Engineer / Project Manager / Principal Agent</b> (Contact Person, Tel No and Email Address)	<b>Nature of Work</b>	<b>Value of Work</b>	<b>Year of Completion</b>

Signature: .....

Date: .....

*(of person authorised to sign on behalf of the Tenderer)*

## Schedule 5: Schedule of Current Contracts

The following is a statement of contracts that are being executed by myself/ourselves, which will only be completed after the closing date for tenders:

EMPLOYER/ CLIENT (Name, Tel No. and Email)	EMPLOYER REPRESENTATIVE/ ENGINEER / PROJECT MANAGER/ PRINCIPAL AGENT (Name, Tel No. and Email)	Description of Contract	Value of work inclusive of VAT (Rand)	Dates		
				Start	Contractual Completion	Anticipated completion

Signature: .....

Date: .....

*(of person authorised to sign on behalf of the Tenderer)*

## Schedule 6: Proposed Key Personnel

The Tenderer shall list below the key personnel nominated, whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

Designation	Name and Nationality of Nominee	Summary of Qualifications, Experience and Present Occupation
Site Agent		
Site Engineer		
Contract Manager		
Construction Manager		
SHE Officer		
Foreman		

**A Contracts Manager may not be nominated for two (2) or more competing bidders as this constitutes a Conflict of Interest.**

Signature: .....

Date: .....

(of the person authorised to sign on behalf of the Tenderer)



## Schedule 7: Manpower Histogram

The Tenderer shall indicate his proposed manpower histogram

<b>Contractor Manpower Requirements Histogram</b> (To include Main Contractor and Sub-Contractors)													
<b>People and Skills Requirements – Time Frame</b>													
<b>Client:</b>		<b>Contract Name:</b>								<b>Contractor:</b>			
<b>Area:</b>		<b>Contract Number:</b>								<b>Contact Person:</b>			
<b>Project</b>		<b>Anticipated Starting Date:</b>								<b>Contact Details:</b>			
		<b>Anticipated Completion Date:</b>								<b>Email Address:</b>			
Job Title	Locally Sourced Task Grades (Civil/ Building) Or Job Categories (Mech. / Struct. / Elect. / Instrumentation) - Indicate as per wage schedule:	1 <sup>st</sup> Requirement:		2 <sup>nd</sup> Requirement:		3 <sup>rd</sup> Requirement:		4 <sup>th</sup> Requirement:		5 <sup>th</sup> Requirement:		Total Required	
		Month Required	Manpower Required	Month Required	Manpower Required	Month Required	Manpower Required	Month Required	Manpower Required	Month Required	Manpower Required		

**Notes:**

1. Locally sourced - means anyone who is sourced as a unit of labour in target area 1
2. Month required - means the month in which the people would be required by the contractor
3. Manpower required - means the number of people required on each occasion. This figure is not cumulative
4. Each main contractor has to complete their own schedule and has to do the same for each of its sub-contractors on separate sheets
5. These projections are used for planning purposes - it is not contractual and should therefore be your best estimate to assist in the process

<b>Signed By:</b> _____ <div style="text-align: center; margin-top: 5px;">Contractor Representative</div>	<b>Date:</b> _____
--	--------------------

~~I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract.~~

[illegible]

~~(of the person authorised to sign on behalf of the Tenderer)~~

### Schedule 9: Schedule of Construction Plant and Equipment

The bidder shall state below what Construction Equipment will be available for the work should he be awarded the Contract.

The following are lists of major Construction Plant and Equipment that I/We presently own or lease and will have available for this contract should my/our tender be accepted.

**a) Details of major equipment that is owned by me/us and immediately available for this contract:**

Description (Type, Size, Capacity, Etc.)	Quantity	Year of Manufacture	Wet Rate / Hr

*Attach additional pages if more space is required*

**b) Details of Major Plant & Equipment that will be hired, or acquired for this contract should my/our tender be accepted:**

Description (Type, Size, Capacity Etc.)	Quantity	How Acquired		
		Wet Rate/Hr	Hire / Buy	Source

*Attach additional pages if more space is required.*

SIGNATURE: .....

DATE: .....

## **Schedule 10: Proposed Work Programme and Methodology**

The bidder shall affix to this page:

Their proposed programme and methodology indicating as a minimum:

- Commencement Date
- SMME Engagement Dates
- Design Completion for Construction date
- Construction Commencement
- Overall Planned Completion (Taking Over per FIDIC Redbook 2017 Clause 10.1)
- Planned Completion of the various Sections (Taking Over per FIDIC Redbook 2017 Clause 10.1)
- Critical Path; and
- Overall Anticipated Resources (People, with targets as per ERP policy and Equipment)

## Schedule 11: Financial References

### Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

### Details of Company's Bank

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

Description of Bank Detail	Bank Details Applicable to Tenderer's Head Office
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	(     )
Fax Number	(     )
Account Number	

Signature: .....

Date: .....

(of person authorised to sign on behalf of the Tenderer)

## Schedule 12: Estimated Monthly Expenditure

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme and his tendered unit rates.

**\* The amounts for Contingencies and contract price adjustment (if applicable) must be included**

Month	Value
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
11	R .....
12	R .....

Signature: ..... Date: .....

(of person authorised to sign on behalf of the Tenderer)

### **Schedule 13: Protection of Personal Information: Consent**

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, TASEZ obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the TASEZ from time to time. The TASEZ confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

In order to comply with procurement principles, set out in Section 217 of the Constitution and national procurement legislative prescripts, the names of all entities that submitted a bid, the tendered price thereof and the subsequent award will be made public.

The TASEZ hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Unless directed to do so by an order of court, the TASEZ does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and will be seized with information of a personal nature pertaining to the TASEZ. Some of the information may, because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the TASEZ requires that Bidders who receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

#### **AGREEMENT**

1. The TASEZ and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
  - a) They process the information only for the express purpose for which it was obtained.
  - b) Information is provided only to designated and authorised personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
  - c) They will introduce and implement all reasonable measures to ensure the protection of all personal information from unauthorised access and/or use.

- d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
  - e) The Parties agree that if personal information will be processed for any purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
  - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organisation.
3. Bidder's Obligations:
- a) The Bidder is required to notify the Information Officer of TASEZ, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any of the TASEZs personal information.
  - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
  - c) The Bidder shall be required to provide the TASEZ with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorised person who may have accessed or acquired the personal data.
  - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of TASEZ.

**On behalf of the Bidder:**



Signature

Date

.....

.....

Position

Name of the Bidder

**On behalf of the Client:**

.....

.....

Signature

Date

.....

.....

Position

Name of Client Representative

## Schedule 14: Form Concerning Fulfilment of Construction Regulations, 2014

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in 2014 in terms of Section 43 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.

Definition of a Competent Person:

"Competent person" means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 85 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Tenderers shall answer the questions below.

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

(Tick)

Yes	
No	

Signature :..... :

Name: .....

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

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

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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

- 5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

- 6 I/we 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	

- 7 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.

Signed at \_\_\_\_\_ on this, the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name in Block Letters

For and on behalf of Contractor

Signature of person(s) authorised to sign this Tender

\_\_\_\_\_  
Contractors Signature (1)

\_\_\_\_\_  
I.D of Signatory (1)

\_\_\_\_\_  
Contractors Signature (2)

\_\_\_\_\_  
I.D of Signatory (2)

## Schedule 15: Occupational Health and Safety Act Specifications

### Safety, Health and Environment Specification for Construction Work

The Contractor shall submit Annexure A with the SHE File upon acceptance of appointment with the information listed on the table below but not limited to.

OHSSS Item No.	OHSSS Requirement	OHSA Requirement	Submission Date
2.3.1	Construction work permit submitted to the Department of Labour by the Client – CR 3	A copy of completed Annexure 1 with signed construction work permit certificate from DoL	Before the commencement of construction work.
2.3.2	Assignment of Construction Manager and Supervisor (CM & CS) for management and supervision of construction work on full-time basis on site – CR 8(1) and CR 8(7)	Signed appointment letter, CM's profile, and certified copy of (ID, qualifications, short courses attended) registered with SACPCMP (where necessary)	
2.3.3	Assignment of Construction Health and Safety Officer or Manager (CHSO/CHSM) to assist in the control of all SHE related aspects on site – CR 8(5)	Signed appointment letter, CHSO/CHSM's profile, certified copy of (ID, qualifications, short courses attended) registered with SACPCMP (where necessary)	
2.3.4	Construction work site Organogram	Designation and Names of Persons appointed to relevant Sections and Regulations	
2.3.5	Assignment of Competent responsible persons as per project scope of work aligned with site organogram	<ul style="list-style-type: none"> <li>Designation and Names of Persons appointed for relevant Sections and Regulations of relevant Legislation.</li> <li>Proof of competent certificates</li> </ul>	
2.3.6	Registration with Compensation Fund or approved License Insurer in terms of Occupational Injuries and Diseases Act, Act (130 of 1993), CR 5(1)(j)	Valid proof of letter of good standing	
2.3.7	Prepared SHE Policies – Section 7	Signed SHE policies as per Tender SHE Specifications	
2.3.8	Prepared Baseline Risk Assessment (BRA) – Hazard Identification and Risk Assessment – CR 9(1)	Signed BRA specific to the project scope of work	
2.3.9	Prepared Method Statements read with Safe Working Procedures	Signed method statements as per Tender SHE Specifications	
2.3.10	Prepared Health, Safety and Environmental Plans – <ul style="list-style-type: none"> <li>Health and Safety Plan</li> <li>Environmental Management Plan</li> <li>Fall Protection Plan</li> <li>Temporary Works plan</li> <li>Demolition Plan</li> <li>Emergency Preparedness and Response Plan</li> </ul>	Signed HSP specific to the Tender SHE Specifications	

2.3.11	Documents, Training, Records and Registers – CR 7(1)(b)	Prepared registers, documents and records as per Tender SHE Specifications	
2.3.12	Medical examinations of all employees specific to the work to be performed – pre and exits - CR 7(1)(g)	Proof of valid medical certificates issued by Occupational Health Practitioner with completed Annexure 3 and copies of employees' ID	
2.3.13	Mandatory agreement entered between two parties - Section 37.2	Signed copy of mandatory agreement by the Client and Principal Contractor	
2.3.14	Prepared Health and Safety Site Specifications (HSSS) by the Client - CR 5(1)(b)	Signed copies of HSSS Specifications	
2.3.15	Prepared Baseline Risk Assessment (BRA) by the Client - CR 5(1)(a)	Signed copy of BRA specific to the project scope of work	
2.3.16	Drawing Designs	Approved drawing designs by the Authorities	
2.3.17	Appointment letters CR5(1)(k)	Signed appointment letters by the Client and Principal Contractor	
2.3.18	Project Environmental Specification (PES)	Signed copies of PES Specifications	

**“NB” The above documents should comply with the Disaster Management Act, 2002 (Act 57 of 2002) read with COVID-19 Regulations**

**Abbreviations:**

**SHE:** Safety, Health and Environment

**CR:** Construction Regulations 2014

**OHSA:** Occupational Health and Safety Act and Regulations, Act (85 of 1993)

**OHSSS:** Occupational Health and Safety Site Specification

**Acknowledgement:**

I, \_\_\_\_\_ representing  
\_\_\_\_\_ Contractor / Agent have satisfied myself with the content of the OHSSS and shall ensure that the Contractor and his / her personnel comply with all relevant obligations in respect thereof. I furthermore 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 OHSA for the duration of the construction work and defects liability period.

\_\_\_\_\_  
Signature of Contractor\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Agent\_\_\_\_\_  
Date

## Schedule 16: SMME & LEP Target Form

The Tenderer is obligated to commit to targeted works that can be performed by local enterprises as prime contractors, subcontractors or suppliers which will only be sourced from the TASEZ SMME Database. This target must be based on the value of work to be performed. The SMME targeted participation goal must be calculated in relation to every entity involved in the project as defined in the TASEZ SMME Specification document.

The SMME target for this project is 45% of the tender value excluding escalation, contingency, VAT and socio-economic deliverables included in the contract value.

The targeted locality of an entity will be judged on a sliding scale as defined in the TASEZ SMME Specification document, with first preference given to qualifying SMME entities registered within Target Area 1, followed by Target Area 2 and Target Area 3 in which TASEZ is located.

Contract Number	:	RFP/009/2025
Contract Description	:	Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ infrastructure Projects
Company Director / Authorised Person	:	
Tenderer/s Name	:	

I/We tender the following targets:

Targeted SMME Participation		
Participator	% Goal Tendered	Estimated Rand Value (R)
B-BBEE Level 1 and 2 Contributor		
SMME Construction Packages (As set out in the BoQ)		
Plant Supplier, Equipment Suppliers and Service Provider Packages (As set out in the BoQ)		
Overall % SMME Target	45%	



I / We undertake to complete and sign the SMME Target form as a commitment to the stimulated minimum SMME target of 45%, furthermore, we undertake to promptly respond to points of clarification regarding my / our SMME target, failing which I/we understand that my / our Tender will be considered non-responsive on the grounds of being incomplete.

Duly authorised to sign on behalf :  
of

---

Name :

---

Signature :

---

Date :

---

## Schedule 17: Record of Addenda to Tender Documents

We confirm that the following communications received from the Engineer before the submission of this tender offer, amending 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		

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

Signature: ..... Date: .....

(of the person authorised to sign on behalf of the Tenderer)

## Schedule 18: Joint Venture Disclosure Form

Employer : **TASEZ**

Contract Description : **Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ infrastructure Projects**

Contract Number : **RFP/009/2025**

Project Ref. No. :

### **Note:**

1. This form needs not be completed for Joint Ventures which have enterprise partners.
2. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
3. A copy of the joint venture agreement must be attached to this form. In order to demonstrate the enterprise partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) The contributions of capital and equipment
  - b) Work items to be performed by each enterprise partner's own forces.
  - c) The commitment of management, supervisory and operative personnel employed by each enterprise partner to be dedicated to the performance of the Contract.
4. Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
5. Each enterprise partners must each complete an Enterprise Declaration Affidavits.

### **Joint Venture Particulars**

**Name** :

**Postal Address** :

**Physical Address** :

**Telephone** :

Fax:

### **Identity of each Enterprise Partner**

**Name** :

-----

**Postal Address** :

-----

**Physical Address** :

-----

**Telephone** : **Fax:**

-----

**Contact Person** :

-----

**Name** :

-----

**Postal Address** :

-----

**Physical Address** :

-----

**Telephone** : **Fax:**

-----

**Contact Person** :

-----

**Name** :

-----

**Postal Address** :

-----

**Physical Address** :

-----

**Telephone** : **Fax**

:  
-----

**Contact Person** :

-----



### Description of the Role of the Partners in the Joint Venture.


### Ownership of the Joint Venture

- |    |  | Enterprises | %           | Enterprises | %           |
|----|--|-------------|-------------|-------------|-------------|
| a) | Percentage Ownership in respect of     | :           | Enterprises | %           | Enterprises |
| b) | Profit and Loss Sharing                | :           | Enterprises | %           | Enterprises |
| c) | Initial Capital Contribution           | :           | Enterprises | R           | Enterprises |
| d) | Ongoing Capital Contribution           | :           | Enterprises | R           | Enterprises |
| e) | Major Plant and Equipment Contribution | :           | Enterprises |             | Enterprises |

## **Recent Contracts Executed by Partners in their own right or as Partners in other Joint**

### **Ventures**

1. : \_\_\_\_\_
2. : \_\_\_\_\_
3. : \_\_\_\_\_
4. : \_\_\_\_\_
5. : \_\_\_\_\_

### **Control and Participation in the Joint Venture**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(continue on next page)

### **Control and Structure of the Joint Venture**

Briefly describe the manner in which the Joint Venture is structured and controlled.


The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the

audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Duly authorised to sign on behalf of : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

Date : \_\_\_\_\_

### **Schedule 19: Original Valid SARS Tax Compliance, BBBEE Validation and CIDB Certificates**

1. The Tenderer shall attach to this page a valid and original SARS Tax Compliance Certificate.

The original and Valid Certificate attached

☐ Yes ☐ No

2. The Tenderer shall attach to this page a certified copy of the BBBEE Validation Certificate issued by an accredited Verification Agency and/or financial statement in case of an EME/QSE.

In the case of Joint Ventures (JV), each JV partner must submit their BBBEE Validation Certificate.

Certified Copy attached

☐ Yes ☐ No

3. The Tenderer shall attach to this page a copy of their CIDB Registration Certificate

In the case of Joint Ventures (JV) each JV partner must submit their CIDB Registration Certificate.

Copy attached

☐ Yes ☐ No

.....

.....

Signature

Date

(of the person authorised to sign on behalf of the Tenderer)



## Schedule 20: B-BBEE Exempted Affidavit for Exempted Micro Enterprises

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b> <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;"		
<b>Definition of "Black Designated Groups"</b>	<b>"Black Designated Groups" means:</b> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas;		

	(e) Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Owned
- The Enterprise is \_\_\_\_\_% Black Female Owned
- The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - Black Youth % \_\_\_\_\_%
  - Black Disabled % \_\_\_\_\_%
  - Black Unemployed % \_\_\_\_\_%
  - Black People living in Rural areas % \_\_\_\_\_%
  - Black Military Veterans % \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box below.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to taking the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths

Signature & Stamp

## **Schedule 21: Preliminary Programme**

~~The Tenderer shall attach hereto the anticipated construction sequence of the main work activities.~~

~~The programme shall clearly indicate the lead times for materials ordering and delivery and any other key dates also showing the critical path activities.~~

~~The programme shall conform to **Appendix B – Planning Specifications – set out at T1.21**~~

## Schedule 22: Rates for Special Materials

Each material dealt with as a special material in terms of Sub-Clause 13.8 of the Conditions of Contract as amended is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

Special Material	UNIT*	Rate / Price for the Base Month

Indicate whether the material will be delivered in bulk or in containers.

### Notes to Tenderer:

1. When called upon to do so, the Tenderer shall substantiate the above rates or prices with acceptable documentary evidence.
2. Refer to Sub-Clause 13.8 of the Contract Data: Conditions of Contract.

**Signature:** ..... **Date:** .....

— (of person authorised to sign on behalf of the Tenderer)

### Schedule 23: Records of Proposed Amendments to the Contract Documents

We confirm that the following amendments in respect of the tender documents are proposed:

No.	Clause or Document Number	Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Attach additional pages if more space is required.*

SIGNATURE: ..... DATE: .....

(of the person authorised to sign on behalf of the Tenderer)

## **Schedule 24: Contractor's EME/QSE CPG Plan**

The tenderer shall affix to this page:

Its proposed Contractor's EME/QSE CPG plan in accordance with the relevant obligations and sections included in Part C3.7 A to 3.9 Scope.

### **Schedule 25: Form K: Contract Participation Goal: EME / QSE Target Form**

The CIDB Standard for Indirect Targeting is incorporated into this Contract. A minimum Contract Participation Goal (CPG) of 45% (by value), excluding contingencies, escalation, VAT, Socio-economic deliverables, professional fees and EPWP allowances (if applicable) is encouraged in this contract.

The Tenderer is encouraged to commit to targeted works that can be performed by EMEs/QSEs as subcontractors. The EME/ QSE targeted CPG must be calculated in relation to every entity involved in the project as defined in the SMME Specification document. No Functionality Points will be scored for a commitment that is less than 33%.

The identification of SMME packages post-award will be done in conjunction with the SMME Unit and the project team. The sourcing, procurement, appointment, mentoring, and graduating of SMMEs will be done in accordance with the SMME Specification.

The overall percentage in the table below will be utilised for the allocation of points in the Functionality Assessment stage of Evaluation and will be monitored during construction for compliance. Penalties may be applied for achieving less than the stated CPG %.

Please refer to the relevant sections in the Functionality Scoring Criteria section of the Tender documents (T1.3) for the Evaluation Indicators for scoring purposes.

I/We tender the following targets of:

<b>Exempted Micro-Enterprises (EME's) / SMME's Participation</b>		
<b>Participation</b>	<b>% Goal Tendered</b>	<b>Estimated RAND Value (R)</b>
SMME Packages committed	%	R
<b>Overall % Contract Participation Goal</b>	%	R



I/We commit to achieving the above-mentioned Contract Participation Goal and to respond promptly to points of clarification regarding my/our CPGs, failing which I/we understand that my/our Tender will be deemed non-responsive on the grounds of being incomplete and not meeting the mandatory requirements as stipulated in the Tender.

Duly authorised to sign on behalf :

of: (name of tenderer)

---

---

Name of Person signing :

---

:

Signature

---

Date :

---

## Part C1: Agreements and Contract Data

## C1.2: Contract Agreement

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_

Between

**TASEZ (PTY) LTD**

(Registration No.: 2020/214518/07)

of

Building 21

Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria;  
Pretoria

(hereinafter called "the Employer") of the one part,

and

**Name of Contractor:** \_\_\_\_\_  
(Registration No. \_\_\_\_\_)

of

**Address of Contractor:** \_\_\_\_\_  
\_\_\_\_\_

(hereinafter called "the Contractor") of the other part

Whereas the Employer/Client desires that the Works known as:

**Contract No. RFP/009/2025**

**Contract Description: Appointment of a Panel of Main Contractors with CIDB Grades 8 and 9 for the implementation of the TASEZ infrastructure Projects**

should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer/Client and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - 2.1. The Particular Conditions of Contract
  - 2.2. The Special Conditions of Contract
  - 2.3. The Employer/Client's Requirements and any referenced documents/annexures etc thereto (F3 SCOPE, F4 SITE INFORMATION & APPENDIX)
  - 2.4. The completed contract Tender Schedules
  - 2.5. Detailed Priced Activity Schedule (C2.3)
3. In consideration of the payments to be made by the Employer/Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer/Client to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer/Client hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and after remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED ON BEHALF OF THE PARTIES

## AUTHORISED SIGNATURE(S) OF THE EMPLOYER/CLIENT

AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature (Employer/Client)

\_\_\_\_\_  
Position of signatory

\_\_\_\_\_  
Name of signatory  
who warrants that  
he/she is authorised  
thereto

In the presence of the undersigned witness.

\_\_\_\_\_  
Signature (Witness)

\_\_\_\_\_  
Print Name

## AUTHORISED SIGNATURE OF CONTRACTOR

AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature (Contractor)

\_\_\_\_\_  
Position of signatory

\_\_\_\_\_  
Name of signatory  
who warrants that  
he/she is authorised  
thereto

In the presence of the undersigned witness.

\_\_\_\_\_  
Signature (Witness)

\_\_\_\_\_  
Print Name