



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME

**RFP NUMBER: RFP 15/11/2022**

**PROCUREMENT DOCUMENTS**

**FOR**

**ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR  
THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF  
ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A  
PERIOD OF THREE YEARS**

**BOOK 1 OF 1**

**ISSUED BY:**

Department of Infrastructure Development  
Private Bag X83  
Marshalltown, 2107  
Johannesburg

**DATE**

**Nov-22**

**NAME OF PROPOSING ENTITY:**



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GAUTENG DEPARTMENT OF INFRASTRUCTURE)</b>					
BID NUMBER:	<b>RFP15/11/2022</b>	CLOSING DATE:	13-Dec-22	CLOSING TIME:	11:00 AM
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

<b>The Department of Infrastructure Development, Tender box, Corner House Building, Corner Commissioner &amp; Sauer Street, Marshalltown</b>
<b>The bid box is generally open 24 hours a day, 7 days a week.</b>

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COIDA REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes	<input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>		No	<input type="checkbox"/>
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"/>	A SWORN AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATH			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		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?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development	CONTACT PERSON	Takalani Dau
CONTACT PERSON	Siya Khumalo	TELEPHONE NUMBER	
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:siya.khumalo@gauteng.gov.za">siya.khumalo@gauteng.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:takalani.dau@gauteng.gov.za">takalani.dau@gauteng.gov.za</a>

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES		NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES		NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

TERMS AND CONDITIONS FOR BIDDING	
<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE 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.	
2.4 BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2.7 NO BIDS 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."	

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



**INVITATION TO TENDER**

<b>Short description of requirements:</b>	ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS	
<b>RFP number:</b>	RFP15/11/2022	
<b>Tender documents available from: 18 Nov 22</b>	Will only be available on e-Tender publication portal of National Treasury or GPG e-tender portal <a href="https://e-tender.treasury.gov.za">https://e-tender.treasury.gov.za</a> <a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a>	
<b>Price of tender documents:</b>	Bid documents must be downloaded and printed from the above mentioned e-Tender portals (GPG e-Tender or National Treasury e-Tender portal) at bidders cost.	
<b>Closing date:</b>	13-Dec-22	
<b>Closing time:</b>	11:00 AM	
<b>Address for submission of tenders:</b>	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg	
<b>Evaluation Steps:</b>	1) Pre-qualification criteria 2) Mandatory and Administration requirements 3) Functionality	
<b>Non-Compulsory pre-bid meeting/site meeting</b> (bidders must complete and sign a compulsory attendance register)	Details of the non-compulsory pre-bid meeting/site meeting is indicated below.	
	<b>Meeting address:</b>	<b>Corner House Building, Ground Floor Auditorium</b>
	<b>Date of meeting:</b>	<b>29-Nov-22</b>
	<b>Time of meeting:</b>	<b>11:30AM</b>
<b>PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT:</b> the tenderers that fail to meet the stated prequalification will be disqualified	Only those tenderers meeting the stipulated pre-qualification criteria stipulated below will be evaluated: Pre-qualification criteria applicable to this tender: <b>Only tenderers who are EMEs or QSEs and have a B-BBEE status level contribution of 1 or 2 will be considered for evaluation. Therefore, bidders must submit a valid B-BBEE certificate issued by a SANAS Accredited Agency or a valid sworn affidavit with the bid document.</b> NB! Sworn affidavits must be valid and signed by the deponent and attested to by a Commissioner of Oaths, a copy of a sworn affidavit will not be accepted and will result in disqualification. Valid sworn affidavits must be accompanied by audited / unaudited annual financial statements or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business) and must not be older than 18 months. (A trust, consortium or JV must submit a valid SANAS accredited consolidated B-BBEE certificate, No sworn affidavit will be accepted for a trust, consortium or JV).	

<b>MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS (Failure to submit / meet or comply with the following requirements constitute automatically disqualification of tender offer)</b>	Only Tenderers having a Valid CIDB Grade 3GB or higher will be considered for Evaluation. (CIDB Certificates or CRS Numbers must be provided).	
	Submission of completed and signed SBD forms (SBD 1, SBD 4, SBD 6.1)	
	Submission of completed and signed SBD 6.2 <u>together with the commitment letter assuring the Department that the company (bidder) will comply with local production and content requirements as and when the service is required.</u> (Failure to submit the fully completed and signed SBD 6.2 and commitment letter will lead to disqualification). <a href="http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/">http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/</a>	
	Item	Local Content Threshold
	Polyvinyl chloride (PVC) pipe	100%
	Electrical Cable Products	90%
	Steel products and components for construction	100%
	<i>Bidders will also be required to comply with the local content thresholds as and when the need arises, failing which will lead to disqualification.</i>	
	Submission of valid COIDA certificates or Letter of Good Standing from a licensed compensation insurer	
	In case of a Joint Venture or Consortium, the joint venture or consortium must submit an agreement that must be signed by all parties thereto and must indicate the percentage revenue split between the parties.	
Bidders should have adequate transport for the transportation of mobile units around Gauteng Province (Bidders must provide an undertaking or commitment letter to provide adequate transport as and when contracted to supply, transport or relocate mobile units)		

ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT
Submission of the proof of registration with CSD (CSD registration number (MAAA number or CSD registration report)
Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
Submission of company registration documents (Founding Statement – CK1 or Certificate of Incorporation – CM1, etc).
Submission of copies of the Identity Document for members / directors / shareholders or owners

<b>Applicable Functionality Criteria:</b> Failure to meet the prescribed minimum functionality of 70 points will result in automatic disqualification	This tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be included in the database.	
	Bidders must obtain a minimum of 70 points to be included in the panel of service providers: <b>Total Functionality: 100 points.</b>	
	<b>Functionality Criteria:</b>	
	<b>Functionality Criteria</b>	<b>Maximum Points</b>
	Company Experience	50 points
Key Staff	50 points	
Total	100 points	

<b>Applicable PPPFA Price and Preference Point System:</b>	N/A
--	-----

<b>Enquiries technical:</b>	<a href="mailto:Takalani%20Dau@gauteng.gov.za">Takalani Dau</a> <a href="mailto:takalani.dau@gauteng.gov.za">takalani.dau@gauteng.gov.za</a>
-----------------------------	---

<b>Enquiries general:</b>	Siyabonga Khumalo <a href="mailto:siya.khumalo@gauteng.gov.za">siya.khumalo@gauteng.gov.za</a>
---------------------------	---

<b>Last date for accepting queries is:</b>	<a href="#">7 days before closing date</a>
--	--

--



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

RFP number: RFP 15/11/2022

**ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

**CONTENTS**

<b>THE TENDER</b>		<b>Colour</b>	<b>No. of Pages</b>
<b>PART T1 : TENDERING PROCEDURES</b>			
T1.1	TENDER NOTICE AND INVITATION TO TENDER	White	1 pages
T1.2	TENDER DATA	Pink	7 pages
<b>PART T2 : RETURNABLE DOCUMENTS</b>			
T2.1	LIST OF RETURNABLE DOCUMENTS	Yellow	1 pages
T2.2	RETURNABLE SCHEDULES	Yellow	14 pages
<b>THE CONTRACT</b>			
<b>PART C1 : AGREEMENTS AND CONTRACT DATA</b>			
C1.2	CONTRACT DATA	Yellow	13 pages
C1.3	GUARANTEE FOR CONSTRUCTION	White	4 pages
<b>PART C3 : SCOPE OF WORK</b>			
C3.1	SCOPE OF WORK	Blue	11 pages
A	ANNEXURE A - SCOPE OF WORK		23 pages
	Standard quality specification for General Electrical Installations		
GP E6 - 1	(Schools)		17 pages
GP E6 - 2	Standard Quality Specification for Electrical Material and Equipment (schools)		36 pages
<b>ANNEXURES</b>			
A	INDICATIVE DUTIES OF THE PROJECT MANAGER, SUPERVISOR AND EMPLOYER		7 pages
B	GENERIC SPECIFICATION FOR OCCUPATIONAL HEALTH AND SAFETY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS		13 pages
D	CALCULATION OF PENALTIES		2 pages





**RFP number: RFP 15/11/2022**

**SERVICE: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

## **Part T1 Tendering Procedures**

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

The Department of Infrastructure Development: Chief Directorate Education Infrastructure of the Gauteng Provincial Government invites service providers for the establishment of a panel service providers for the supply, transportation and installation of ordinary and specials mobile classrooms for a period of three years

Tenderers should have a CIDB contractor grading designation of 3GB or Higher

Only tenderers who are EMEs or QSEs and have a B-BBEE status level contribution of 1 or 2 will be considered for evaluation. Therefore, bidders must submit a valid B-BBEE certificate issued by a SANAS Accredited Agency or a valid sworn affidavit with the bid document. NB! Sworn affidavits must be valid and signed by the deponent and attested to by a Commissioner of Oaths, a copy of a sworn affidavit will not be accepted and will result in disqualification. Valid sworn affidavits must be accompanied by audited / unaudited annual financial statements or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business) and must not be older than 18 months. (A trust, consortium or JV must submit a valid SANAS accredited consolidated B-BBEE certificate, No sworn affidavit will be accepted for a trust, consortium or JV).

The physical address for submission of tender documents is:

Gauteng Department of Infrastructure Development (Tender Box)  
 Ground Floor, Corner House Building  
 Corner Commissioner and Pixley ka Seme Street  
 Marshalltown  
 Johannesburg

Tender documents are only be available on GPG e-tender portal on: <http://e-tenders.gauteng.gov.za> OR National Treasury e-Tender Portal <https://etenders.treasury.gov.za/> . Therefore, bidders must download and print tender documents at their own cost.

Tender documents will be available on e-Tender portal from 18 November 2022

A Non-compulsory clarification meeting with representatives of the Employer will take place at Corner House building, Ground floor auditorium on 29 November 2022 at 11:30 am

The closing time and date for receipt of tenders is 11:00AM on the 13 December 2022.

Enquiries: Technical enquires: [takalani.dau@gauteng.gov.za](mailto:takalani.dau@gauteng.gov.za) and for General enquires: [siya.khumalo@gauteng.gov.za](mailto:siya.khumalo@gauteng.gov.za)

Telegraphic, telephonic, telex, facsimile, electronic and/or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



**RFP number: RFP 15/11/2022**

**ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

**Part T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement of August 2019 and as amended from time to time. (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 mainly applies.

**The additional conditions of tender are:**

**C.3.13.1** Tender offers will only be accepted if:

- a) the tenderer submits a valid Tax Compliance Status (TCS) PIN in the name of the tendering entity as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer submits a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document;
- c) the tenderer submits a valid CIDB certificate or CIDB CRS number as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of
- e) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- g) Submission of valid COIDA certificates or Letter of Good Standing from a licensed compensation insurer
- h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

Clause number	Tender Data
C.1.1	The employer is the Gauteng Department of Infrastructure Development: Chief Directorate Education Infrastructure of the Gauteng Provincial Government
C.1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.2 - Contract data C1.3 - Performance Bond</p>
	<p><b>Part C3: Scope of work</b></p> <p>C3.1 - Scope of Work</p> <p><b>ANNEXURES</b></p> <p>A - Occupational Health and Safety Specification B - Baseline Risk Assessment C - Tender drawings</p>
C.1.4	<p>The Employer's Agent is :</p> <p>Name: Address: Tel: Fax: E-mail:</p>
C.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 3GB or higher class of construction work and to coincide with the proposed tender advertisement, are eligible to have their tenders evaluated.</p> <p>Joint ventures / Consortium are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture / consortium is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 2GB class of construction work; or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status</li> </ol>

	3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or higher class of construction work and to coincide with the proposed tender advertisement, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2	<b>Compensation of Tendering</b> The tenderer accepts that 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 satisfy requirements.
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, and no copies stated in the tender data, with an English translation of any documentation in a language other than English. Hard copies of the Tender document must be submitted unless otherwise stated.
C.2.16	The tender offer validity period is <b>180 Days</b>
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.
C.2.18	The tenderer must submit to the Employer, 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.
C.2.19	Access shall be provided during briefing for the inspections, tests and analysis.

C.2.20	<p>The tenderer is required to submit with his tender a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document</p> <p>Performance bond and guarantees (7.5% of the offer inclusive of VAT)  Guarantees required in engineering and construction contracts shall not substantially differ from the samples form provided in the contract. Such guarantees shall be fixed guarantee of 7.5% of the contract price and shall be stated in the contract data.</p> <p>Forms of Guarantees acceptable shall be:</p> <ul style="list-style-type: none"> <li>a. Guarantee issued by an insurance company duly registered in terms of the Insurance Act, 2017 or bank duly registered in terms of the Bank Act,1990: or</li> <li>b. A cash deposit paid in the name of the employer; or</li> <li>c. A payment reduction against the payment certificates.</li> <li>d. Combination of (a) to (c).</li> </ul> <p>Note: Performance Bond and Guarantees should be from a registered financial service provider</p> <p>Retention amount will be at 10% of every payment certificate to a maximum of 5% of the contract amount.</p>
C.2.23	<p>The tenderer is required to submit with his tender a valid Tax Compliance Status (TCS) PIN in the name of the tendering entity as issued by the South African Revenue Services</p>
C.3.4	N/A
C.3.11	<p>The procedure for the evaluation of responsive tenders is <b>Method 3</b></p> <p><b><u>Method 3: Functionality</u></b></p> <ul style="list-style-type: none"> <li>1) Score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.</li> <li>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score of 70 points for functionality.</li> <li>3) Tenders that have achieved the minimum qualification score for functionality will be included in the database (list of service providers)</li> </ul>

C.3.11.3	<p>The functionality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="363 219 1050 315">Functionality Criteria</th> <th data-bbox="1050 219 1182 315">Points allocation fo sub criteria</th> <th data-bbox="1182 219 1347 315">Maximum Points</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="363 315 1347 360"><b>1. COMPANY EXPERIENCE</b></td> </tr> <tr> <td colspan="3" data-bbox="363 360 1347 405"><b><u>Demonstrated experience of tendering entity with respect to relevant projects</u></b></td> </tr> <tr> <td colspan="3" data-bbox="363 405 1347 495"><b><u>Demonstrate a proven capacity and capability to complete works of similar nature (Supply, delivery and installation of modular / mobile classroom). (proof of completion certificate should be on the letter head of the client)</u></b></td> </tr> <tr> <td colspan="3" data-bbox="363 495 1347 539"><b>Breakdown of points</b></td> </tr> <tr> <td data-bbox="363 539 1050 674">5 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 5 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms</td> <td data-bbox="1050 539 1182 674">50 points</td> <td data-bbox="1182 539 1347 674" rowspan="6">50 points</td> </tr> <tr> <td data-bbox="363 674 1050 786">4 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 4 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms</td> <td data-bbox="1050 674 1182 786">40 points</td> </tr> <tr> <td data-bbox="363 786 1050 898">3 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 3 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms</td> <td data-bbox="1050 786 1182 898">30 points</td> </tr> <tr> <td data-bbox="363 898 1050 1010">2 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 2 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms</td> <td data-bbox="1050 898 1182 1010">20 points</td> </tr> <tr> <td data-bbox="363 1010 1050 1122">1 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 1 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms</td> <td data-bbox="1050 1010 1182 1122">10 points</td> </tr> <tr> <td data-bbox="363 1122 1050 1234">No completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project with no corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms</td> <td data-bbox="1050 1122 1182 1234">0 points</td> </tr> <tr> <td colspan="3" data-bbox="363 1234 1347 1299"><b>Note: Submission of completion certificate without corresponding appointment letter / PO or submission of appointment letter/ PO without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.</b></td> </tr> </tbody> </table>	Functionality Criteria	Points allocation fo sub criteria	Maximum Points	<b>1. COMPANY EXPERIENCE</b>			<b><u>Demonstrated experience of tendering entity with respect to relevant projects</u></b>			<b><u>Demonstrate a proven capacity and capability to complete works of similar nature (Supply, delivery and installation of modular / mobile classroom). (proof of completion certificate should be on the letter head of the client)</u></b>			<b>Breakdown of points</b>			5 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 5 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	50 points	50 points	4 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 4 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	40 points	3 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 3 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	30 points	2 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 2 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	20 points	1 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 1 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	10 points	No completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project with no corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	0 points	<b>Note: Submission of completion certificate without corresponding appointment letter / PO or submission of appointment letter/ PO without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.</b>		
Functionality Criteria	Points allocation fo sub criteria	Maximum Points																														
<b>1. COMPANY EXPERIENCE</b>																																
<b><u>Demonstrated experience of tendering entity with respect to relevant projects</u></b>																																
<b><u>Demonstrate a proven capacity and capability to complete works of similar nature (Supply, delivery and installation of modular / mobile classroom). (proof of completion certificate should be on the letter head of the client)</u></b>																																
<b>Breakdown of points</b>																																
5 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 5 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	50 points	50 points																														
4 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 4 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	40 points																															
3 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 3 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	30 points																															
2 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 2 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	20 points																															
1 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 1 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	10 points																															
No completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project with no corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	0 points																															
<b>Note: Submission of completion certificate without corresponding appointment letter / PO or submission of appointment letter/ PO without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.</b>																																

	<p align="center"><b>2. KEY STAFF</b></p> <p><b>Key staff (assigned personnel) in relation to the scope of work. submit /attach CV's, copies of qualifications or professional registration (PR) or submit/attach a commitment letter or undertaking signed by relevant authorised person to provide all of the following key staff with minimum 5 years experience in the respective field as and when appointed for work</b></p> <p><b>Key Staff refers to the following:</b></p> <ul style="list-style-type: none"> <li>• 1 Civil/Structural Engineer: Professionally Registered as Engineer with ECSA and must have at-least 5 years' experience (candidate or technician will score 0 point) <span style="float: right;">20 points</span></li> <li>• 1 Professionally registered Health and Safety Officer – Certified Registration with the South African Council for the Project and Construction Management Profession (SACPCMP) with at-least 5 years' experience as a health and safety officer <span style="float: right;">10 points</span></li> <li>• 1 Qualified Electrician with a wireman licence and must have at least 5 years experience <span style="float: right;">10 points</span></li> <li>• 1 Qualified Plumber registered with Plumbing Industry Registration Board (PIRB) and must have at least 5 years experience <span style="float: right;">10 points</span></li> </ul> <p><b>Note: Failure to provide CV &amp; Qualifications for key staff or commitment letter signed by relevant authorised person will score zero points</b></p>		50 Points								
	<p><b>Total Functionality Points</b></p>	100 Points									
	<p><b>Minimum Functionality Threshold</b></p>	70 Points									
C.3.13	<p>Tender offers will only be accepted if:</p> <p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <ol 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> <li>c) has the legal capacity to enter into the contract,</li> <li>d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</li> <li>e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ol>										
C.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one</p>										
	<p>Submission of completed and signed SBD 6.2 <u>together with the commitment letter assuring the Department that the company (bidder) will comply with local production and content requirements as and when the service is required.</u> (Failure to submit the fully completed and signed SBD 6.2 and commitment letter will lead to disqualification).  <a href="http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/">http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/</a></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9ead3;"> <th style="text-align: center;">Item</th> <th style="text-align: center;">Local Content Threshold</th> </tr> </thead> <tbody> <tr> <td>Polyvinyl chloride (PVC) pipe</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Electrical Cable Products</td> <td style="text-align: center;">90%</td> </tr> <tr> <td>Steel products and components for construction</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p><i>Bidders will also be required to comply with the local content thresholds as and when need arise, failing which will lead to disqualification.</i></p>	Item	Local Content Threshold	Polyvinyl chloride (PVC) pipe	100%	Electrical Cable Products	90%	Steel products and components for construction	100%		
Item	Local Content Threshold										
Polyvinyl chloride (PVC) pipe	100%										
Electrical Cable Products	90%										
Steel products and components for construction	100%										



2.2. Do you, or any person connected with the bidder, have a relationship with any person who is emp  
by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3. Does the bidder or any of its directors / trustees / shareholders /members / partners or any  
person having a controlling interest in the enterprise have any interest in any other related enterprise  
whether or not they are bidding for this contract?

2.3.1 If so, furnish particulars:

.....  
.....

I, the undersigned, (name)..... in submitting  
the accompanying bid, do hereby make the following statements that I certify to be true and complete  
in every respect:

**3. DECLARATION**

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be  
true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation,  
communication, agreement or arrangement with any competitor. However, communication between  
partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements  
with any competitor regarding the quality, quantity, specifications, prices, including methods, factors  
or formulas used to calculate prices, market allocation, the intention or decision to submit or not to  
submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of  
the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,  
directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the  
awarding of the contract.

---

<sup>2</sup> Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property,  
capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

### 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, BIDDERS 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:

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity 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;

(c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or tenders;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **“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;

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “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;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

Ps=80

$$80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 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:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)  
.....

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
*(Tick applicable box)*

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor(s).....

.....

.....

.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

8.7 Total number of years the company/firm has been in business:.....

8.8

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
--	---

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Polyvinyc chloride (PVC) pipe	100%
Electrical Cable Products	90%
Steel products and components for construction	100%

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

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

1           The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2           Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity),  
the following:

(a)       The facts contained herein are within my own personal knowledge.

(b)       I have satisfied myself that:

the goods/services/works to be delivered in terms of the above-specified bid  
(i) comply with the minimum local content requirements as specified in the bid,  
and as measured in terms of SATS 1286:2011; and

(c)       The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<b>SIGNATURE:</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 1</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 2</b> _____	<b>DATE:</b> _____

## Annex C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content %**

Gauteng Department of Infrastructure Development

USD       EU       GBP

**Note:** VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
				(C10-C11)		(C12-C13)	C14/C12
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C10xC16)	Annex D D18	Annex D
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value   
 (C21) Total Exempt imported content   
 (C22) Total Tender value net of exempt imported content (C20-C21)   
 (C23) Total Imported content   
 (C24) Total local content (C22-C23)   
 (C25) Average local content % of tender (C24/C22)

**Signature of tenderer from Annex B**

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







RFP number: RFP15/11/2022

**ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

**Part T2 Returnable Documents**

**T2.1 List of Returnable Documents**

**1 Returnable Schedules required for tender evaluation purposes (Mandatory)**

The tenderer must complete the following returnable schedules as relevant:

- Invitation to bid (SBD 1)
- Declaration of interest (SBD 4)
- Preference Points Claim Form (SBD 6.1)
- Declaration certificate for local production and content (SBD 6.2) and commitment letter
- Submission of a valid B-BBEE certificate issued by a SANAS Accredited Agency or valid sworn affidavit with the bid document. (A consortium or JV must submit a valid SANAS accredited consolidated B-BBEE certificate. No sworn affidavit will be accepted for a JV / Consortium).
- Submission of signed Joint Venture / Consortia agreement in case of Joint Venture / Consortium
- Only tenderers having a valid CIDB grade 5GB or higher will be considered for evaluation (CIDB certificate or CRS number must be provided)
- Submission of audited / unaudited annual financial statements or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business). Financial information must not be older than 18 months.
- Submission of completed and signed form of offer and acceptance
- Submission of valid COIDA certificates or a letter of Good Standing form a licensed compensation insurer

**2 Other documents required for tender evaluation purposes**

The tenderer must complete the following returnable documents

- Proof of Registration with CSD (CSD suppliers' reference (MM number) the CSD report will include the MM number)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
- Company registration documents (founding statement -CK, Certificate of incorporation CM1, etc)
- Copies of Identity documents for members / directors / shareholders or owners

**T2.2 List of Returnable Schedules**

**3 Returnable forms / schedules that will be used for tender evaluation purposes and be incorporated into the contract**

The tenderer must complete the following returnable forms / schedules:

- Compulsory Enterprise Questionnaire

- Record of Addenda to tender documents
- Certificate of Authority for Joint Ventures/Consortia
- Schedule of Proposed Subcontractors
- Schedule of Exempted Micro Enterprises (EME's) and qualifying small business enterprises (QSE's)
- Schedule of recently completed and current contracts
- List all current contracts not complete at the time
- Schedule of Plant and Equipment
- Evaluation Schedule: Tenderer's Experience
- Evaluation Schedule: Qualification and Experience of Key Staff
- Evaluation Schedule: Access to Transport
- Form of Intent to Provide a Performance Bond
- Tax Compliance Status PIN for Tenders
- Proof of Registration with the CIDB

**4 C1.2 Contract Data (Part two)**

**5 C1.3 Performance Bond**

**6 C3.1 Scope of Work**



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS  
 FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION  
 OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS  
 FOR A PERIOD OF THREE YEARS

**Part T2 Returnable Documents**

**T2.2 List of Returnable Schedules**

**Compulsory Enterprise Questionnaire**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

<input type="checkbox"/>	a member of any municipal council	<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/>	a member of any provincial legislature		
<input type="checkbox"/>	a member of the National Assembly		

<input type="checkbox"/>	or the National Council of Province	<input type="checkbox"/>	
<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/>	an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

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

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

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

<input type="checkbox"/>	a member of any municipal council	<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/>	a member of any provincial legislature		
<input type="checkbox"/>	a member of the National Assembly or the National Council of Province		
<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/>	an employee of Parliament or a provincial legislature

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

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

- i) authorizes the employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 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 tenderers 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 \_\_\_\_\_

Enterprise name \_\_\_\_\_



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

**RFP number: RFP15/11/2022**

**SERVICE: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

**Record of Addenda to tender documents**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Enterprise name \_\_\_\_\_



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

### Certificate of Authority for Joint Ventures / Consortia

This Returnable Schedule is to be completed by joint ventures / consortia.

We, the undersigned, are submitting this Tender offer in Joint Venture / Consortia and hereby authorise Mr/Mrs.....  
....., authorised signatory of the company .....  
....., acting in the capacity of lead partner,  
to sign all documents in connection with the Tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner  CIDB registration number: .....		Signature ..... Name ..... Designation .....
  CIDB registration number: .....		Signature ..... Name ..... Designation .....
  CIDB registration number: .....		Signature ..... Name ..... Designation .....
  CIDB registration number: .....		Signature ..... Name ..... Designation .....



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

### Schedule of Proposed Subcontractors

The use of Subcontractors is subject to the requirements of Preferential Procurement Regulation 12 of 2017

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

\* Attach additional pages if more space is required

Signed _____	Date _____
Name _____	Position _____
Enterprise name _____	



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**RFP number:** RFP 15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

### Schedule of Recently Completed and Current Contracts

List not more than seven contracts completed in the last 10 years

Contract title	Employer (name) (town)	Place	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
			Name	Tel			
1							
2							
3							
4							
5							
6							
7							

\*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding

**Tender**

**Part T2: Returnable Documents**

**T2.2**

**Returnable Schedules**

**List all current contracts not complete at the time**

	Contract title	Employer (name) (town)	Place	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion*
				Name	Tel				
1									
2									
3									
4									
5									
6									
7									
9									
10									

\*Date when defects liability period commenced (period after completion)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

**Tender**  
**Part T2: Returnable Documents**

**T2.2**  
**Returnable Schedules**



Functionality Criteria – Company work experience		Points allocation fo sub criteria	Maximum Points
<b>Company work experience</b>	<b>Demonstrate a proven capacity and capability to complete works of similar nature (maintenance and refurbishment).</b>		<b>50 points</b>
	5 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 5 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	50 points	
	4 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 4 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	40 points	
	3 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 3 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	30 points	
	2 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 2 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	20 points	
	1 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects with 1 corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	10 points	
	No completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project with no corresponding appointment letters or Purchase orders (POs) on client's letter head of similar projects in Supply, delivery and installation of modular / mobile classrooms	0 points	

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



RFP number: RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

**Evaluation Schedule: Qualification and Experience of Key Staff**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the proposer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques, etc. schedule.

Functionality Criteria: Key Staff Registrations, Qualification & Experience		Points allocation fo sub criteria	Maximum Points
Functionality Criteria: Key Staff Registrations, Qualification & Experience	Key staff (assigned personnel) in relation to the scope of work. submit /attach CV's, copies of qualifications or professional registration (PR) or submit/attach a commitment letter or undertaking signed by relevant authorised person to provide all of the following key staff with minimum 5 years experience in the respective field as and when appointed for work <b>Key Staff refers to the following:</b>		<b>50 points</b>
	• 1 Civil/Structural Engineer: Professionally Registered as Engineer with ECSA and must have at-least 5 years' experience (candidate or technician will score 0 point)	20 points	
	• 1 Professionally registered Health and Safety Officer – Certified Registration with the South African Council for the Project and Construction Management Profession (SACPCMP) with at-least 5 years' experience as a health and safety officer	10 points	
	• 1 Qualified Electrician with a wireman licence and must have at least 5 years experience	10 points	
	• 1 Qualified Plumber registered with Plumbing Industry Registration Board (PIRB) and must have at least 5 years experience	10 points	
<p><b><u>Qualification and Experience of Key Staff</u></b></p> <p><b>Note: Failure to provide CV &amp; Qualifications for key staff or commitment letter signed by relevant authorised person will score zero points</b></p>			

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

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_





**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

**Form of Intent to Provide a Performance Bond**

**Note:** The **insurer** to be either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short-Term Insurance Act, 1998 (Act 53 of 1998) or a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).

1 With reference to the Tender of .....  
 (hereinafter referred to as the "TENDERER" for the project  
 .....  
 for the Gauteng Department of Infrastructure Developments, (hereinafter referred to as the "**EMPLOYER**")  
 for the Tender dated .....  
 for the offered total of prices of (R ..... )  
 .....  
 ..... (in words)

2 I / We ..... in my / our capacity as  
 ..... and hereby representing  
 .....  
 (hereinafter referred to as the "**INSURER**") advise that the "**INSURER**" undertakes to provide a  
**Performance Bond** to the **EMPLOYER** to the Employer's format included in Part C1.3 of this document  
 within five (5) working days of the written acceptance by the employer of the contractor's Tender offer.

Thus done and signed at .....

.....  
*Name of signatory*

*Capacity of authorised signatory*

.....  
*As witness*



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

**Tax Compliance Status Pin for Tenders**

The tenderer is to affix to this page:

A Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status. □

**Note:**

No contract will be awarded to bidder whose tax matters are not in order.



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

**Proof of Registration with the CIDB**

The tenderer is to affix to this page:

CIDB Certificates or CRS Numbers must be provided

**Notes:**

- 1 The Department will verify the validity of the certificate on the CIDB's website.
2. No contract will be awarded to bidder whose CIDB status is not in order
2. The Department will verify the certificate on the CIDB's website.



**RFP number:** RFP15/11/2022

**SERVICE:** ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

## **PART C1 AGREEMENTS AND CONTRACT DATA**

### **C1.2 Contract Data**

The National Treasury Government Procurement General Conditions of Contract will be applicable to all bids, contracts and orders for sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property.

The Conditions and Special Conditions of Contract for construction work are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) published by the Joint Building Contracts Committee with additions, deletions and alterations (SCC) as indicated in the Contract Data. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
1.1	<p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.</p>
	<p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>CORRUPT PRACTICE</b> means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p><b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p>
1.6	<p>Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>Delete sub-clause 1.6.4</p>
3.5	<p>This sub-clause is amended by replacing the Principal agent with employer</p>
3.6	<p>Delete sub-clause 3.6.</p>
3.7	<p>Add to the end thereof:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement</b> and Preliminaries applicable to this contract on the site, to which the <b>employer, principal agent and agents</b> shall have access at all times.</p>
3.10	<p>Replace the second reference to “principal agent” with the word “employer”.</p>
4	<p>Clause 4.0 is deemed to be amended by the addition and omission of the following subclauses:</p>
4.3	<p>Reference to clause 15.1.1. The priced document with all items properly priced, extended and cast. Priced items are deemed to include all costs, overheads and profit. The principal agent may instruct the contractor to adjust prices which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies. Such adjustments shall be effected to the approval of the principal agent and shall not change the contract sum.</p>
5.1.2	<p>Under clause 41 - include reference to clauses 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents.</p>

9	<p>Clause 9.0 is amended by adding sub-clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.</p>
10.5	<p>Add the following as 10.5:</p> <p><b>Damage to the works</b></p> <p>(a) Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works.</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the expected risks as set out in sub-clause 10.6.</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of clause 32.0 hereof.</p>
10.6	<p>Add the following as sub-clause 10.6:</p> <p><b>Injury to Persons or loss of or damage to Properties</b></p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.</p> <p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immoveable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.</p>

10.6	<p>(c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost therefore from the contractor or to deduct the same from amounts due to the contractor.</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p>
	<p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the works.</p>
10.7	<p>Add the following as sub-clause 10.7:</p> <p><b>HIGH RISK INSURANCE</b></p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p>
10.7.1	<p><b>Damage to the works</b></p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs.</p>
10.7.2	<p><b>Injury to persons or loss of or damage to property</b></p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.</p>

10.7.3	It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works submit to the employer proof of such insurance policy, if requested to do so.
10.7.4	The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations as set out in sub-clauses 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered on indivisible whole.
14.7.1	Sub-clause 14.7.1 is deemed to be amended by the addition of the following sentence:  No interest will be paid on such amounts withheld.
15.1.4	Add sub-clause 15.1.4 as follows:  An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the construction guarantee and the insurances within ten (10) calendar days and prior to the commencement date
15.2.1	Under sub-clause 15.2.1: Amend to read as follows:  "Give the contractor possession of the site only after the contractor complied with the terms of subclause 15.1.4 and any other requirements as indicated in the Schedule Clause 42.2.5"
18	Add sub-clause 18.5  The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments
20.1.3	Clause 21 is amended with replacing it with: No clause
21	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  The contractor and principal agent shall appoint a selected subcontractor in accordance with the CIDB practice note #7
25	Add the following sub-clause 25.3.3:  The contractor shall attend to defects during the works completion and defects liability periods on a progressive basis, to the satisfaction of the principal agent and will not be permitted to wait until the end of the works completion or defects liability period or until the amount of defects accumulate in order to attend to a comprehensive list of defects."
26	Add the following to the end of sub-clause 26.1.2:  "All civil, electrical, electronic, HVAC, fire detection, gas suppression and other specialist installations are subject to a three hundred and sixty five (365) calendar days defects liability and maintenance period.  The contractor shall attend to defects during the works completion and defects liability periods on a progressive basis, to the satisfaction of the principal agent and will not be permitted to wait until the end of the works completion or defects liability period or until the amount of defects accumulate in order to attend to a comprehensive list of defects."

29	<p>Clause 29.0 is amended by:-</p> <p>i) The addition of the following clauses:-</p> <p>Sub-clause 29.9</p> <p>“Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.”</p> <p>ii) Sub-clause 29.10 – Acceleration</p> <p>Sub-clause 29.10.1</p> <p>“Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be.”</p> <p>Sub-clause 29.10.2</p> <p>“Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.”</p> <p>Sub-clause 29.10.3</p> <p>“The contractor’s entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.”</p>
30.1	Replace reference to sub-clause 36.3 at end of sentence with 36.0
31	Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorized for payment.
31.5.2	<p>Replace sub-clause 31.5.2 with the following:</p> <p>Security adjustments in terms of sub-clause 14.0 and sub-clause 31.8</p>
31.9	<p>The first sentence of sub-clause 31.9 is deemed to be deleted and replaced with the following:</p> <p>The employer shall pay the contractor the amount certified within thirty (30) calendar days of the date of issue of the payment certificate.</p>
31.12	<p>Delete the following:</p> <p>“Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.”.</p>

32	Adjustment to the contract value (Clause 32.0) Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing.
32.5.1	Sub-clause 32.5.1, 32.5.4 and 32.5.7 is amended by the addition of the following at the end of the sentence:  ... due to no fault of the contractor.
32.6.1	Sub-clause 32.6.1 is amended by the omission of the following words at the end of the sentence "once these can be quantified" and replaced by "within twenty (20) working days from date of receipt of notification by the principal agent".
33.2	Clause 33.2 is amended by adding the following sub-clauses:  33.2.9 The contractor's failure or neglect to commence with the works on the dates prescribed in the contract.  33.2.10 The contractor's failure or neglect to proceed with the works in terms of the contract.  33.2.11 The contractor's failure or neglect for any reason to complete the works in accordance with the contract.  33.2.12 The contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract.  33.2.13 The contractor's estate being sequestrated or surrendered in terms of the Insolvency laws in force within the Republic of South Africa."
34.2	Add # next to 34.2
34.10	The first sentence of Clause 34.10 is deemed to be deleted and replaced with the following:  The employer shall pay to the contractor the amount certified for payment in the final payment certificate within thirty (30) calendar days of the date issue of the final payment certificate, subject to the contractor giving the employer a tax invoice for the amount due.
34.13	Clause 34.13 is amended by deleting the words "subject to the employer giving the contractor a tax invoice for the amount due". Also replace "seven (7) calendar days" with "twenty one (21) calendar days".
36.1	Add the following sub-clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
36.1.3	The contractor's refusal or neglect to comply strictly with any of the conditions of contract.
36.1.4	The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
36.1.5	The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
36.3	Replace clause 36.3 with the following:  The employer may give notice of cancellation should the contractor remain in default for ten (10) working days after the date of issue of such a notice of default
37.3.5	Replace "ninety (90)" with "one hundred and twenty (120)".

39.3.5	Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report."
41.0	Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following: Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
40.2.2	Sub-clause 40.2.2 is amended by replacing "one (1) year "with three (3) years"
40,6	Sub-Clause 40.6 is amended by removing the reference to: No clause
40,1	Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following: Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
	<b>Clause Item and data</b>
42,1	<b>Contracting and other parties</b>
42.1.1	<b>The Employer is:</b> The Gauteng Department of Infrastructure Development of the Provincial Government  Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown <b>The address of the Employer is:</b>  Telephone: 011 355 5000 Facsimile: N/A Physical Address: Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Code: 2000  Postal Address: Gauteng Department of Infrastructure Development Private Bag X83 Marshalltown, Johannesburg Code: 2107
42.1.2	<b>The Principal Agent is:</b> <i>(details to be provided after the award of tender)</i>  Telephone: ..... Facsimile: ..... Physical Address: ..... Code: ..... Postal Address: ..... Code: .....
41.1.3	<b>Agent (1) is:</b> <i>(details to be provided after the award of tender)</i>  Agent's Service: ..... Telephone: ..... Facsimile: ..... Physical Address: .....

Code: .....

Postal Address: .....

Code: .....

41.1.4 **Agent (2) is:** *(details to be provided after the award of tender)*

Agent's Service: .....

Telephone: .....

Facsimile: .....

Physical Address: .....

Code: .....

Postal Address: .....

Code: .....

41.1.5 **Agent (3) is:** *(details to be provided after the award of tender)*

Agent's Service: .....

Telephone: .....

Facsimile: .....

Physical Address: .....

Code: .....

Postal Address: .....

Code: .....

41.1.6 **Agent (4) is:** *(details to be provided after the award of tender)*

Agent's Service: .....

Telephone: .....

Facsimile: .....

Physical Address: .....

Code: .....

Postal Address: .....

Code: .....

41.1.7 **Agent (5) is:** (details to be provided after the award of tender)

Agent's Service: .....

Telephone: .....

Facsimile: .....

Physical Address: .....

.....

.....

Code: .....

Postal Address: .....

.....

Code: .....

## 42,2 **Contract Details**

42.2.1 The **Works** description : Refer to Part C3.1 -Scope of Work

42.2.2 The **Site** Description : Refer to Part C3.1 -Scope of Work

42.2.3 The Works or installations to be undertaken by **direct contractors** comprises: **N/A**

42.2.4 Specific options that are applicable to a State organ only;

a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply: **NO**

b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance plus 3,5% (basis points), from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

(2) Lateral support insurance is to be effected by the **contractor** : **YES**

(3) Payment will be be made for **materials and goods**: **YES**

(4) Dispute resolution by Litigation: **YES**

(5) Extended defects liability period will apply to the following elements:

\* External Services **NA**

42.2.5 Possession of the site is to be given to the **contractor** within ten (10) working days of the formal signing of this **agreement**.

42.2.6 The period for the commencement of the works after the contractor takes possession of the site is (10) working days

### **Intended dates for completion**

42.2.7 **For the works as a whole:**

The date for practical completion is : **4 months after date of site handover**

**The penalty per calendar day is 8.50c per R100 of the contract value**

**OR**

42.2.8 **For the works in sections: NA**  
 The date for practical completion and the penalty per calendar day is as follows:  
 Refer to drawing indicating Sectional Completion and Part C: Scope of Work for detailed descriptions of Sections.

Section	Date	Penalty per day
---------	------	-----------------

42.2.9 The law applicable to the **agreement** shall be that of **The Republic of South Africa**

42,3 **Insurances**

42.3.1 Contract insurance is to be effected by the **contractor. YES**

To the minimum value of the contract sum and 7,50% of the contract sum with a deductible of 10% of each and every claim to an amount not exceeding 5% of the contract sum

**OR**

For the minimum sum of .....(insert amount in words)  
 With a deductible not exceeding 5% of each and every claim

42.3.2 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. : **NO**

SASRIA Insurance will be effected by the minimum value of the contract sum plus 10 % **N/A**

42.3.3 Public liability insurance to be effected by the contractor: **YES**

For the sum of R 5 million  
 With a deductible not exceeding 5% of each and every claim

**OR**

For the minimum sum of .....(insert amount in words)  
 With a deductible not exceeding 5% of each and every claim

42.3.4 Support insurance to be effected by the contractor for the sum is not applicable

For the sum of R .....N/A..... (insert amount in words)  
 With a deductible of R .....N/A..... (insert amount in words)

42.3.5 The insurance against loss of or damage to the works, plant and materials is to include cover for plant and material provided by the *Employer* for an amount that is equal to the tendered amount.

42,4	<b>DOCUMENTS</b>
42.4.1	A waiver of the <b>contractor's</b> lien or right of continuing possession is required. <b>YES</b>
42.4.2	Two (2) copies of the construction document are to be supplied to the <b>contractor</b> free of charge.
42.4.3	Bills of quantities/Lump sum documents schedule of rates drawn up in accordance with : Refer to Part C2.1 Pricing Instructions
42.4.4	On acceptance of the tender the Bills of quantities/Lump sum document is to be submitted. <b>N/A</b>
42.4.5	JBCC Engineering General Conditions are to be included in the contract document. <b>NO</b>
42.4.6	The contract value is to be adjusted using CPAP indices. <b>NO</b> Where CPAP is to be used,the base month for the application of CPAP is the month of the closing of the tender and no alternative indices are applicable
42.4.7	Details of changes made to the provisions of JBCC standard documentation: Refer to Part C1.2
<b>Clause</b>	<b>Item and data</b>
<b>42,5</b>	<b>CONTRACT DETAILS</b>
42.5.1	<b>The name of the Contractor is:</b> .....
	Telephone: .....
	Facsimile: .....
	Physical Address: .....
	.....
	Code: .....
	Postal Address: .....
	.....
	Code: .....
42.5.2	The accepted contract sum inclusive of tax is ..... in words.....
42.5.3	The latest day of the month for the issue of an interim payment certificate is : .....
42.5.4	The preliminaries amounts shall be paid in terms of: Option A of the JBCC Principal Building Agreement Edition 4.1
42.5.5	The preliminaries amounts shall be adjusted in terms of :Option A of the JBCC Principal Building Agreement Edition 4.1
42.5.6	The payment guarantee to be effected by the employer for the amount of : <b>N/A</b>
42.5.7	The <b>securities</b> to be provided by the contractor are; (1) Variable construction guarantee <b>X</b> (2) Fixed construction guarantee <b>N/A</b> (3) Advance Payment guarantee <b>N/A</b>
42.5.8	The annual building holiday period after the commencement of the construction period:

**42,5 DOCUMENTS**

42.6.1 Contract document marked and annexed thereto;  
Priced bills of quantities  
Lump sum document  
Guarantees  
Contract drawings  
other documents

42.6.2 Signed set of contract documents originals held by principal agent. **No**  
If "No" held by ; The department of Infrastructure and Development



RFP number: RFP15/11/2022

**SERVICE: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

**C1.3 GUARANTEE FOR CONSTRUCTION**

Gauteng Province Department of Infrastructure Development  
 Private Bag X83  
 Marshalltown  
 2107

Date:

Sir,

**GUARANTEE FOR CONSTRUCTION**

Bid number	Project Code
------------	--------------

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: \_\_\_\_\_

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

Guarantor's signatory 1: \_\_\_\_\_ Capacity

Guarantor's signatory 2: \_\_\_\_\_ Capacity

"Employer" means: Gauteng Province Department of Infrastructure Development

"Contractor" means: \_\_\_\_\_

"Principal Agent" means:

"Works" means:

"Site" means: \_\_\_\_\_

Name of Signatory

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

NB! Amount in word takes precedence over ZAR amount in figure

"Contract Sum" means: The accepted amount inclusive of tax of: **ZAR** \_\_\_\_\_

Amount in Words:

"Guaranteed Sum" means: The maximum aggregate amount of: **ZAR**

Amount in Words:			
Security for Construction	<input style="width: 95%; height: 25px;" type="text"/> <i>(Insert variable or fixed)</i>	"Expiry Date" means:	<input style="width: 95%; height: 25px;" type="text"/>

**AGREEMENT DETAILS**

Sections	Total number / not applicable	<input style="width: 95%; height: 25px;" type="text"/>	Last section	<input style="width: 95%; height: 25px;" type="text"/>
Principal Agent Issues: JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion				

**1.0 GUARANTEE FOR CONSTRUCTION (Variable)**

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:---

<p><b>GUARANTOR'S LIABILITY</b></p> <p>1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:</p>	<p><b>PERIOD OF LIABILITY</b></p> <p>From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum.</p>
---	--

<b>ZAR</b>	
------------	--

Amount in words

<p>1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:</p>	<p>From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections.</p>
---	---

<b>ZAR</b>	
------------	--

Amount in words

<p>1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:</p>	<p>From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections.</p>
--	--

<b>ZAR</b>	
------------	--

Amount in words

<p>1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:</p>	<p>From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified.</p>
--	---

<b>ZAR</b>	
------------	--

Amount in words

--

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

**2.0 GUARANTEE FOR CONSTRUCTION (Fixed)**

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:---

**GUARANTOR'S LIABILITY**  
Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

**PERIOD OF LIABILITY**  
From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire.

<b>ZAR</b>	
------------	--

Amount in words:  
Amount in word takes precedence over ZAR amount in figure

--

- 3.0 The GUARANTOR acknowledges that;
- 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.
- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor undertakes to pay the Employer the sum certified on receipt of the documents identified in 4.1 to 4.3:---
- 4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or Final Payment Certificate has not been made in terms of the Agreement and failing such Payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
- 4.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor.
- 4.3 A copy of the applicable payment advice which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:---
- 5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.
- 6.0 The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.

- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the physical address stated above for all transactions in relation to this security.

- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.
- 12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located.

Signed at	<input type="text"/>	Date	<input type="text"/>
Guarantor's signatory (1)	<input type="text"/>	Capacity	<input type="text"/>
Guarantor's signatory (2)	<input type="text"/>	Capacity	<input type="text"/>
Witness signatory (1)	<input type="text"/>	Witness signatory (2)	<input type="text"/>
Guarantor's seal or stamp:	<input type="text"/>		



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

RFP number: RFP15/11/2022

**SERVICE: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS**

## Part C3 Scope of Work

### C3.1 Scope of Work

#### 1 DESCRIPTION OF THE WORKS

**1,1 Employer's objectives**  
 ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, TRANSPORTATION, AND INSTALLATION OF ORDINARY AND SPECIALIST MOBILE CLASSROOMS FOR A PERIOD OF THREE YEARS

**1,2 Prioritisation standards.**

TBA

**1,3 Extent of the works**

The extent of the works shall comply with the Employer's specific brief as follows:

The extent of the goods and services comprises the design, fabrication, supply, delivery, meaning transport to the delivery place, and siting, including all necessary ground preparations on which the units are to be sited, of modular/mobile classrooms, library, offices, kitchen, tuck shops and ablutions units. The services also comprise the provision of temporary electricity to all the units, and plumbing and drainage to the ablutions, kitchen and tuck shops. This shall also include the training of the purchaser's staff in the operation and maintenance of the units.

**1.3.1 Transport Requirements**

Bidders should have adequate transport for the transportation of mobile units around Gauteng Province (Bidders must provide an undertaking or commitment letter to provide adequate transport as and when contracted to supply, transport or relocate mobile units)

**1,4 Location of the works**

will be indicated as an when need arise

**1,5 Temporary works**

Temporary works to be in accordance with the site requirements for the contractor's establishment camp with temporary sewer, water and electrical connections. All in accordance with the approval from the Local Authorities.

#### 2 ENGINEERING

**2,1 Design services**

*Responsibilities for design and related documentation:*

*Works designed by, per design stage:*

*Concept, feasibility and overall process .....*

*Final design to approval for construction stage .....*

*Temporary works .....*

*Preparation of as-built drawings .....*

**2,2 Employer's design**

The employer is responsible for the design of the permanent works unless otherwise stated. The contractor is responsible for the design of the temporary works and their compatibility with the permanent works

**2,3 Design brief**

The Contractor shall supply all details necessary to assist the project manager in the compilation of the as built drawings

As-built drawings to indicate the following information:

- Construction breaks and the extent of individual concrete pours

and to be submitted to the following employer's required format and manner:

- A paper copy complete with approval signatures of the agent/agents bound into the operating

- instruction manuals
- Tiff format scanned versions of the approved paper copy
- Electronic version of approved drawings on CD in either Caddie.drw or Autocad.dwg formats

**2,4 Drawings**

Architectural drawings  
Civil and Structural drawings

**2,5 Design procedures**

**2,6 Green Building Technologies and Energy Efficiency Approach**

**3 PROCUREMENT**

**3,1 Preferential procurement deliverables**

Where the contractor claims a preference in the Preferencing Schedule for subcontracting work to CIDB registered contractors having specified CIDB contractor grading designations, the contractor shall deliver deliverable C1, Provide business opportunities for targeted enterprise, in accordance with the requirements of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) (see www.cidb.org.za) and the following associated specification data associated with SANS 1914-1 which shall have precedence in the interpretation of any ambiguity or inconsistency:

2,7	The employer's representative is the Project Manager identified in the Contract Data
2,17	<p>A targeted enterprise is a CIDB registered contractor who has a contractor grading designation of 1, 2, 3 or 4.</p> <p>The targeting strategy is A.</p> <p>The contract participation goal is as proposed in the Preferencing Schedule for which a preference was granted.</p> <p>The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.</p> <p>The targeted enterprise declaration and letters of undertaking are to be submitted <b>within three (3) months</b> of the commencement of the contract.</p>

**3,2 Provide employment and skills development opportunities to targeted labour**

The contractor shall deliver Deliverable B1, provide employment and skills development opportunities The contractor shall deliver Deliverable B1, provide employment and skills development opportunities to targeted labour, in accordance with the requirements of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) (see www.cidb.org.za) and the following associated specification data, which shall have precedence in the interpretation of any ambiguity or inconsistency:

4.3.1.1	<p>The following activities are to be carried out by temporarily employed participating labour:</p> <ul style="list-style-type: none"> <li>• earthworks activities which are to be performed by hand, namely. Trench excavation, compaction of backfilling to trenches in areas not subject to traffic, clearing and grubbing, shaping, loading, haul, off-loading, spreading, compaction and grassing</li> <li>• stone pitching and rubble masonry</li> <li>• manufactured elements</li> </ul> <p>.....</p>
---------	--

4.3.2.1.2	<p>The rate of pay is <b>R185.00/per task/per day</b></p> <p>The specification data associated with SANS 1921-5 is as follows:</p> <p><b>Essential data</b></p> <p><b>Variations</b></p> <p>Prior approval to be obtained from GDID before works proceed</p> <p>.....</p> <p><b>Additional clauses</b></p> <p>.....</p> <p>state additional requirements and identify other activities to be performed by hand, as</p>
-----------	---

The Schedule which is to be attached to payment claims in terms of clause 4.3.2.2.8 of SSED is as shown in figure 1.

**3,3 Participation goals**

**3.3.1** 1. The successful tenderer is encouraged to subcontract a portion of value of the contract to exempted micro enterprises (EME's) who has BBBEE Level 1 after award in accordance with the Preferential Procurement Regulations, 2017. regulation 12.

**3.3.2** Employ a maximum of 25% of the total labour requirement of the contract from the participating labour. The salaries of the 25% participating labour is to the contractor's account and no funds from the EPWP allowables will be used for salaries.

**3.3.3** The total labour requirements of the contract should be in the following proportions:

- a minimum of 55% to women;
- a minimum of 55% to youth who are between the ages of 18 and 35 years of age; and
- a minimum of 2% to persons with disabilities.

EPWP budget will be managed in conjunction with EPWP personnel from the employer.

The participation goals are to be divided into the following categories:

**3.3.1** Employ a maximum of 40% of the total labour requirement of the contract from the participating labour.

**3.3.2** The total labour requirements of the contract should be in the following proportions:

- a minimum of 40% to women;
- a minimum of 30% to youth who are between the ages of 18 and 35 years of age; and
- a minimum of 5% to persons with disabilities.

## **4 CONSTRUCTION**

### **4.1 Works specification**

The works specifications that are applicable to the works are marked with a cross hereunder in the relevant box(es). The specifications are obtainable on request from the Employer.

relevant box(es). The specifications are obtainable on request from the Employer.

#### **Architectural, Structural and Civil**

<input checked="" type="checkbox"/>	General Specification for Material and Methods to be used for Building Contracts
-------------------------------------	--

#### **4.1.1 Applicable standards**

The contractor shall ensure that all building regulations and standards are applied.

#### **4.1.2 Applicable SANS 2001 standards**

The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works - refer SANS 101412 - 1.

#### **4.1.3 Applicable national and international standards**

#### **4.1.4 Particular / generic specifications**

##### **As per CD attached**

1 Standard General Specification for materials and installation Rev GP / ASC Rev 0  
 2 Standard Quality Specification for general Electrical Installations  
 Architects specification

Structural Engineer specification

Civil Engineer specification

Health Technologies specification

Health and Safety specification

#### **4.1.5 Certification by recognised bodies**

#### **4.1.6 Agrément certificates**

### **4.2 Plant, equipment and materials**

#### **4.2.1 Plant, equipment and materials supplied by the employer**

The contractor shall provide all plant, equipment, materials, scaffolding, formwork, tools and the like necessary for the execution of the works

#### **4.2.2 Materials, samples and shop drawings**

##### **Samples of materials**

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the supervisor the supervisor for his approval.

##### **Workmanship samples**

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly.

**Shop drawings**

Only shop drawings and samples submitted for approval by the contractor shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense drawings at their own expense.
- Submit sufficient copies of shop drawings to the supervisor for approval.
- Allow the supervisor reasonable time to approve shop drawings.
- Keep a record of all shop drawings submitted to the supervisor.
- Ensure that shop drawings conform to the dimensions of built work.
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works use on the works.
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor supervisor.

The supervisor shall:

- Check the shop drawings submitted by the contractor timeously.
- Advise the contractor where shop drawings are approved or are to be resubmitted.

**4.2.3 Instruction manuals and guarantees**

The contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One (1) master manual which contains all original certificates
- Three (3) copies of the master manual

**4.2.4 Training staff of the employer**

The contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the project manager.

**4.2.5 As-built drawings**

The contractor shall hand over all as-built drawings as a part of the O&M Manual to the project manager

As-built drawings are to be submitted to the employer in the required format and manner as detailed in the Standard Specification for Documentation

**4.3 Existing services****4.3.1 Known services**

No known services.

**4.3.2 Dimensional accuracy**

The contractor shall within **four (4) weeks** of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the supervisor of any inaccuracy.

**4.3.3 Treatment of existing services**

Any existing services encountered during the execution of the works such as underground cables, pipes or sewers should be notified to the project manager and the contractor is to suspend all affected work in the immediate vicinity until instruction to terminate, divert, continue to be used either temporarily or permanently has been given by the project manager.

pipes or sewers should be notified to the project manager and the contractor is to suspend all affected work in the immediate vicinity until instruction to terminate, divert, continue to be used

**4.3.4 Use of detection equipment for the location of underground services****4.3.5 Damage to services**

Any damages to existing services and structures will be for the account of the contractor. The contractor will be responsible to protect services, known and unknown, and exercise extra caution when working in close proximity to services.

**4.3.6 Reinstatement of services and structures damaged during construction**

Any damages to existing services and structures will be for the account of the contractor. The contractor to ensure services and structures damages during construction are repaired to reinstated the services and structures to their original position.

#### 4.4 Site establishment

##### 4.4.1 Services and facilities provided by the employer

All new services to be connected to existing services

###### **Water and electricity**

The employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense.

###### **Service - Water**

The contractor shall make and upon completion remove all the necessary temporary plumbing connections to the employer's water supply at designated points and make use of water free of charge for construction purposes only.

###### **Service - Electricity**

The contractor shall make and upon completion remove all the necessary temporary installation to the employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

###### **Ablution facilities**

The employer shall permit the contractor usage of the existing ablution facilities. The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

##### 4.4.2 Facilities provided by the contractor

Office space will be made available for the contractor, this office to be kept clean and tidy at all times

###### **Offices**

The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the project manager and supervisor, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, table and eight chairs. The office shall be kept clean and fit for use at all times.

###### **Sheds**

The contractor shall provide, maintain and remove on completion of the works sheds for the proper storage of materials and for use by the contractor's workers

###### **Water and electricity**

The employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense.

###### **Service - Water**

The contractor is to provide and remove and make good upon completion all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

The contractor shall make and upon completion remove all the necessary temporary plumbing connections and water meters to the employer's water supply at designated points and be responsible for costs associated with all water consumption.

###### **Service - Electricity**

The contractor is to provide and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity from the local authority for the works at his own cost.

###### **Ablution facilities**

The contractor is to provide, erect where directed, and remove on completion of the works, ablution facilities and shall maintain such facilities in a thoroughly clean and tidy condition.

###### **Telecommunication facilities**

The contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone
- Facsimile
- E-mail

**Security of the works**

The contractor shall take all appropriate measures for general security of the works.

**Compliance with manufacturer's instructions**

The contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

**Protection / isolation of existing / sectionally occupied works**

The contractor shall provide all temporary measures to protect / isolate the existing and / or sections of the occupied works and remove such measures on

**Vehicles and equipment**

Parking for vehicles will be arranged with the facility manager.

**Advertising rights**

*No advertising rights allowed*

**Notice boards**

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the project manager. No other names or notice boards may be erected without the written approval of the project manager.

Sketch drawings of all proposed names or notice boards must be submitted to the project manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

**Notice before covering work**

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

**4,5 Site usage**

Only for the purpose of the contract.

**4,6 Permits and way leaves**

*All works to be done on existing clinic*

**4,7 Inspection of adjoining properties**

Not Applicable to this contract.

Before commencing with the works the project manager and contractor shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, among others, the buildings, structures, pavings, kerbs, channels and fences. The contractor shall record all conditions that the works could affect and copy the project manager accordingly. The contractor shall pay particular attention to cracks, defects and existing levels related to structures, pavings, kerbs, channels and fences, which later could be claimed to have been caused or disturbed by the works.

Where instructed by the project manager, levels and photographs shall be taken by the contractor and the cost thereof shall be for the employer's account. Certified copies shall be lodged with the project manager.

**4,8 Water for construction purposes**

Water will be supplied from existing water reticulation.

**4,9 Survey control and setting out of the works**

Contractor to set out all work before construction.

**5 MANAGEMENT****5,1 Management of the works****5.1.1 Applicable SANS 1921 standards**

Refer to Annex A of SANS 1921-1:2003 for specific guidance.

**5.1.2 Particular / generic specifications**

Departmental specification as indicated will apply.

### 5.1.3 Planning and programming

Project execution program to be supplied to ensure completion of the works in eight (8) months. The contractor shall be responsible for the planning and The contractor shall:

- Program the works
- Coordinate subcontractors' and employer's direct contractors programme with his own
- Implement and modify the programme should any significant deviation take place
- Provide copies of the programme and its supporting documents with all updates to the project manager and subcontractors where relevant

### 5.1.4 Sequence of the works

All works to be done as per phases indicated in the site plans.

### 5.1.5 Software application for programming

Microsoft Projects.

### 5.1.6 Methods and procedures

- Site to be clean at all times as it is in an existing clinic
- All works to be done in co-operation with the staff
- Site records to be kept at all time regarding staff and equipment
- Working hours to be agreed with the clinic staff
- Dust to be kept at a minimum
- All scaffolding and temporary works to be safe at all times
- All removing of old materials to be done with the service elevator
- All works to be maintained in good order until final hand over

### 5.1.7 Quality plans and control

All works to be compliant to the standard departmental quality specifications.

### 5.1.8 Environment

Care to be taken that to minimize the dust nuisance, noise levels, pollution of streams, and inconvenience to, or interference with the public or others arising out of the execution of the works

### 5.1.9 Accommodation of traffic on public roads occupied by the contractor

Not applicable.

### 5.1.10 Other contractors on site

No other contractors will be allowed on site.

### 5.1.11 Testing, completion, commissioning, correction of defects and maintenance

All works will be tested and certified before:

- use of the works before completion has been certified;
- handover / beneficial occupation;
- precommissioning and commissioning of the works or part thereof, before and after completion;
- certifying completion;
- start-up; operation of the works; special arrangements associated with operating plant and machinery, etc.;
- training and technology transfer;
- take over;
- operational maintenance (if any), after completion;
- work which contractors may carry out after completion has been certified (in addition to correcting defects); and
- arranging access for correction of defects

#### Testing of plant and equipment

The contractor shall provide all necessary test apparatus including ladders, scaffolding, tools, lighting, etc as may be necessary for inspection, examining and testing materials, workmanship and performance of any plant or equipment intended for the works..

The contractor shall carry out preliminary tests on plant and equipment. The results of these preliminary tests shall be forwarded to the project manager.

Where the contractor fails to carry out preliminary tests the project manager may engage others to execute the tests. Any expense or loss incurred by the employer resulting from such engagement may be recovered in terms of the contract.

#### Maintenance

The contractor shall execute maintenance for the following services from completion until the defects date. Maintenance shall include for the replacement or repair of all components and include for stationary, replacement parts, lubrication, cleaning material, etc.

**Preventative maintenance**

The contractor shall:

- Visit the installation at least once per month.
- Make all necessary adjustments for the correct operation of the plant.
- Maintain all lubrication levels.
- Clean all relevant machinery / equipment and affected plant rooms.
- Record all work performed in a logbook.

**Scheduled services**

The contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals.
- Complete all maintenance schedules.
- Clean all relevant machinery / equipment and affected plant rooms.
- Record all services in a logbook.

**Break downs**

The contractor shall:

- Attend to all call outs with due diligence.
- Make good any defects due to inferior material and/or workmanship.
- Clean all relevant machinery / equipment and affected plant rooms.
- Record all work performed in a logbook.

**Vandalism**

The contractor shall:

- Attend to all call outs with due diligence.
- Prove vandalised breakages.
- Submit a price for repairs to the agent.
- Effect repairs on receipt of instruction.
- Clean all relevant machinery / equipment and affected plant rooms.
- Record all work performed in a logbook.

**Administration**

The contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period.
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman.
- Report to the foreman when visiting the site.
- Sign off all logbook records with the foreman or his duly appointed representative.
- Not shut down any part of the plant or installation without the approval of the institution management.
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent.
- is to be attended by the site foreman, the employer's maintenance inspector and the agent.
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

**5.1.12 Recording of weather**

The contractor shall erect an effective rainfall gauge on the site and record daily rainfall figures in a book. Such book shall be handed to the project manager at site meetings. Any rainfall which is considered to justify a compensation event is to be made known to the project manager within one (1) week of occurrence.

**5.1.13 Format of communications**

All instructions shall be via the site instruction book. Communication via e-mail is acceptable.

**5.1.14 Key personnel**

Contractor to indicate key personnel on site. The departmental project manager will be the liaison officer for GDID.

**5.1.15 Management meetings**

Meeting will be arranged at the site handover.

**Site meetings and procedures**

The project manager and the contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the project manager require their attendance at such meetings.

The indicative duties of the *project manager*, *supervisor* and *employer* are as indicated in **Annexure A**.

The contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

**5.1.16 Forms for contract administration****5.1.17 Electronic payments**

Payment to the contractor will be done as per the departmental financial systems.

**5.1.18 Daily records**

Site diary to be kept by the contractor.

**5.1.19 Bonds and guarantees**

Bonds and gaurantees will be kept with contract administration and on producing the completion certificate this will be released.

**5.1.20 Payment certificates**

Before the employer's agent issues any certificate that includes any payment in respect of work done or goods supplied by any subcontractor, the contractor is to furnish reasonable proof of payments to subcontractors. These shall be made available at all reasonable times to all persons concerned with the contract. A monthly report on job creation should be submitted together with claims signed off by contractor, construction project manager and contractor liason officer

**5.1.21 Permits**

No permits required.

**5.1.22 Proof of compliance with the law**

Certificate of compliance to be issued on all electrical works.

**5.1.23 Insurance provided by the employer**

The department does not provide any insurance.

**5,2 Health and safety****5.2.1 Health and safety requirements****5.2.2 Protection of the public**

The contractor shall provide, erect, alter as necessary, maintain, remove and make good on completion of the works, suitable hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways as necessary for the enclosure of the works or portions thereof for protection of the public, employees of the contractor and others, all to the satisfaction of the project manager.

The contractor is referred to the various sections described in clause 1.2 hereof and is to allow for suitable hoardings, safety screens, fences, barricades and such like as necessary for the enclosure of each section for protection of the public and scholars, and remove and make good on completion of each section.

**5.2.3 Barricades and lighting**

Contractor to ensure all works are properly barricaded to prevent any public entrance to the site

**5.2.4 Traffic control on roads**

*Not applicable in this contract*

**5.2.5 Measures against disease and epidemics**

*Not applicable n this contract*

**5.2.6 Aids awareness**

The Contractor as an obligation of the contract is required to promote HIV / AIDS awareness in accordance with requirements of SANS 1921-6.

**5,3 Annexures**

**Annexure A: Indicative duties of the Project Manager, Supervisor and Employer**

**Annexure B: OHS**

**Annexure C: Calculation of penalties**

**ANNEXURE D: CALCULATION OF PENALTIES****CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)**

<b>CONTRACT PERIOD</b>	<b>RATE PER R100 OF ESTIMATE</b>
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
<b>4 months</b>	<b>8,5 cents</b>
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

**PENALTY PER DAY ROUNDED OFF AS FOLLOWS:**

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

**EXAMPLE**

Estimated contract value = R22 720 096,90 (excluding VAT)

Contract period = 4 months

$$R22\,720\,097 \times \frac{0,0850}{100}$$

= R19 312,08/day

Therefore rounded off to the nearest R10.00

= R19 310,00/day

**PENALTIES ON CONTRACTS IN PHASES**

Penalties must be calculated proportionally on the estimated contract value of each phase

## Annexure A: Indicative duties of the Project Manager, Supervisor and Employer

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			
10,1	To act as stated in the contract and in a spirit of mutual trust and co-operation.	To act as stated in the contract and in a spirit of mutual trust and co-operation.	To act as stated in the contract and in a spirit of mutual trust and co-operation.
13,1	To communicate in a form which can be read, copied, and recorded.	To communicate in a form which can be read, copied, and recorded.	To communicate in a form which can be read, copied, and recorded.
13,3	To reply to a communication within the <i>period for reply</i> .	To reply to a communication within the <i>period for reply</i> .	
13,4	To reply to a communication submitted or resubmitted for acceptance. To state reasons for non acceptance.		
13,5	To notify any agreed extension to the <i>period for reply</i> .		
13,6	To issue certificates to the <i>Employer</i> and the <i>Contractor</i> .	To issue certificates to the Project Manager and the Contractor.	
13,7	To communicate notifications separately from other communications.		
13,8	May withhold acceptance of a submission by the Contractor.		
14,2	To notify the <i>Contractor</i> before delegating any actions or canceling any delegation.	To notify the <i>Contractor</i> before delegating any actions or cancelling any delegation.	
14,3	May give an instruction which changes the Works Information or a Key Date.		
14,4			To give notice to the Contractor before replacing the <i>Project Manager</i> or <i>Supervisor</i> .
15,1	To reply to the Contractor's proposal for adding to the Working Areas. To state reasons for non-acceptance.		
16,1	To give early warning of matters with delay, cost, performance implications or meeting a Key Date.		
16,2	May give instructions to Contractor to attend risk reduction meeting. May instruct others to attend if Other agrees.		
16,3	To co-operate at early warning / risk reduction meetings.		
16,4	To record decisions made by revising the Risk Register and issuing to Contractor.		
17,1	To give notice of ambiguities or inconsistencies in the documents. To give instructions resolving ambiguities or inconsistencies.		
18,1	To give instructions changing the Works Information in the event of illegality or impossibility in the Works Information.		
19,1	To give an instruction dealing with an event described.		
21,2	To accept particulars of the Contractor's design or give reasons for non-acceptance.		

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			
23,1	To accept particulars of the design of Equipment or to give reasons for non-acceptance.		
24,1	To accept replacement persons proposed by the Contractor or to give reasons for non-acceptance.		
24,2	May instruct the Contractor to remove an employee having stated his reasons.		
25,2	To assess the cost incurred if the Contractor does not provide the services and other things.		To provide services and other things.
25,3	To assess the additional cost.		
26,2	To accept proposed Subcontractors or to give reasons for non-acceptance.		
26,3	To accept proposed subcontract conditions or to give reasons for non-acceptance.		
30,2	To decide the date of Completion. To certify Completion within one week of completion.		
31,3	To accept the <i>Contractor's</i> programme within two weeks of submission or to give reasons for non-acceptance.		
32.2 & 31.3	To accept a revised programme or to give reasons for non-acceptance.		
33,1			To give possession / access of each part of the site before the later of the <i>possession / access date</i> and the date for possession / access shown on the Accepted Programme.
34,1	May instruct <i>Contractor</i> to stop or not start any work and later to re-start or start it.		
35,1			To take over the works not more than two weeks after Completion.
35,2			To take over any part of the works put into use (subject to exceptions).
35,3	To certify within one week the date when the <i>Employer</i> takes over any part of the works.		
36,1	May instruct the <i>Contractor</i> to submit a quotation for acceleration. To state changes to the Key Dates to be included in the quotation.		
40,2			To provide materials, facilities and samples for tests and inspections as stated in the Works Information, if any.
40,3		To notify the <i>Contractor</i> of his tests and inspections before they start and afterwards of the results.	
40,5		To do tests and inspections without causing unnecessary delay to work or payment.	

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			
40,6	To assess the cost incurred by the Employer in repeating a test or inspection after a Defect is found.	-	
41,1		To notify the <i>Contractor</i> of the results of the test or inspection on Plant and Materials required by the Works Information to be tested or inspected before delivery.	
42,1		May instruct the Contractor to search for a Defect and to give reasons for searches which are instructed.	
42,1		To notify the Contractor of Defects found before the defects date.	
43,3		To issue the Defects Certificate at the later of the defects date and the last defect correction period.	
43,4	To arrange for the <i>Employer</i> to allow access and use to the <i>Contractor</i> of any part of the works needed for the correction of Defects after taking over.		To allow access to the contractor after take over if needed for the correction of a Defect.
44,1	May propose to Contractor that Works Information should be changed to avoid correction of a Defect.		
44,2	To change the Works Information, the Prices and the Completion Date if a quotation for not correcting Defects is accepted.		
45,1	To assess the cost of having Defects corrected by others if the <i>Contractor</i> fails to correct notified Defects within the <i>defect correction period</i> even though access was given.		
45,2	To assess the cost of correcting Defect where Contractor not given access to correct it.		
50,1	To assess the amount due for payment at each assessment date. To decide the first assessment date to suit the procedures of the parties.		
50,3	To retain one quarter of the Price for Work Done to Date until the <i>Contractor</i> has submitted a first programme showing information required.		
50,4	To consider any application from the Contractor when assessing amounts due for payment. To give the Contractor details of how amounts due have been assessed.		
50,5	To correct any wrongly assessed amount due in a later payment certificate.		
51,1	To certify payment within one week of each assessment date.		To pay amount due to the Contractor.
51,2			To pay within four weeks of the assessment date. To pay interest on late payment.
51,3	To assess interest to be paid on correcting amounts.		To pay interest on correcting amounts.
61,1	To notify the Contractor of compensation events which arise from the giving of instructions or changing of earlier decisions. To instruct the contractor to submit quotations.		

**Annexure A: Indicative duties of the Project Manager, Supervisor and Employer**

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			
61,2	May instruct the contractor to submit quotations for a proposed instruction or proposed changed decision.		
61,4	To decide within one week of notification (or such longer period as the <i>Contractor</i> agrees) whether the Prices, the Key Dates and the Completion Date should be changed when the <i>Contractor</i> notifies a compensation event. To notify the <i>Contractor</i> of the decision and instruct the contractor to submit quotations.		
61,5	To decide whether the Contractor did not give any early warning of a compensation event which could have been given and to notify the Contractor of his decision.		
61,6	To state assumptions for the assessment of compensation events in the event that the effects are too uncertain to be forecast reasonably. To notify a correction to any assumptions later found to have been wrong		
62,1	To discuss with the Contractor different ways of dealing with the compensation event that are practicable. May instruct the Contractor to submit alternative quotations. To reply to quotations for compensation events within two weeks of the submission.		
62,3	To reply to quotations for compensation events within two weeks of the submission.		
62,4	To give reasons to the Contractor when instructing the submission of a revised quotation.		
62,5	To extend the time allowed for the submission of quotations and replies if the Contractor agrees. To notify the Contractor of any agreed extensions for the submission of quotations or replies.		
63,5	To assess the event as if the Contractor had given an early warning if the Project Manager has notified the Contractor of his decision under clause 61.5.		
63,9	To correct the description of a condition for a Key Date if a change to the Works Information makes the description incorrect. To take the correction into account when assessing the compensation event for the change to the Works information.		

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			
64,1	To assess a compensation event: If the Contractor has not submitted a quotation and details within the time allowed. • If the <i>Project Manager</i> decides the Contractor has not assessed the compensation event correctly. • If the <i>Contractor</i> has not submitted a required programme. • If the <i>Project Manager</i> has not accepted the <i>Contractor's</i> latest programme.		
64,2	To assess a compensation event using his own assessment of the programme: • If there is no Accepted Programme. • If the Contractor has not submitted a revised/altered programme for acceptance as required.		
64,3	To notify the <i>Contractor</i> of any assessments made (inclusive of details) of a compensation event within the period allowed to the <i>Contractor</i> for his quotation.		
65,1	To implement compensation events notifying the <i>Contractor</i> of accepted quotations; or his own assessments; or a <i>Contractor's</i> quotation treated as having been accepted by the <i>Project Manager</i> .		
71,1		To mark Equipment, Plant and Materials outside the Working Areas for payment purposes.	
73,1	To instruct the <i>Contractor</i> how to deal with objects of value, historical or other interest.		
83,1			To indemnify the <i>Contractor</i> against claims etc. due to <i>Employer's</i> risks.
84,1			To provide insurances as stated in the Contract Data, if required.
85,1	To accept policies and certificates of insurance submitted by the Contractor or to give reasons for non-acceptance.		
85,3			To comply with the terms and conditions of insurance policies.
86,1			May insure a risk which the Contractor should insure if the Contractor does not submit a required policy or certificate.
87,1	To submit to the <i>Contractor</i> policies and certificates for insurances to be provided by the <i>Employer</i> as required by the contract.		To provide policies and certificates for Insurances to the <i>Project Manager</i> .
90,1	To issue a termination certificate promptly when either Party gives notice of termination for reasons complying with the contract.		To notify the Project Manager and the Contractor, giving details of reasons before terminating.
90,4	To certify final payment within 13 weeks of termination.		To make payment within four weeks of the <i>Project Manager's</i> certificate.

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			

### Annexure A: Indicative duties of the Project Manager, Supervisor and Employer

92,1			May complete works himself and may use Plant and Materials to which he has title.
92,2	To notify the <i>Contractor</i> that the <i>Employer</i> no longer needs Equipment to which the Contractor has title.		May instruct the <i>Contractor</i> to leave the Site, remove any Equipment, Plant and Materials and assign subcontractors. May use any Equipment to which the <i>Contractor</i> has title.
<b>Option B</b>			
36,3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme.		
60,6	To correct mistakes in the <i>bill of quantities</i> which are departures from the rules in the <i>method of measurement</i> or due to ambiguities or inconsistencies.		
63,11	May make his own assessments using the Shorter Schedule of Cost Components.		
65,4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event.		
<b>Option C</b>			
20,4	To consult with the <i>Contractor</i> on the preparation of forecasts of total Defined Costs.		
26,4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance.		
36,3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme.		
40,7	To not include amounts due to the <i>Contractor</i> for the cost of carrying out the repeat test or inspection.		
53,1	To assess the <i>Contractor's</i> share of the difference between the total of the Prices and the Price for Work Done to Date.		
53,3	To make a preliminary assessment of the <i>Contractor's</i> share at Completion.		
53,4	To assess the <i>Contractor's</i> share in the final amount due using the final Price for Work Done to Date and the final total of the Prices.		
54,2	To accept a revision to the <i>activity schedule</i> or to give reasons for non-acceptance.		
63,15	May make his own assessments using the Shorter Schedule of Cost Components.		
65,4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event.		
93,4	To assess the Contractor's share after certifying termination.	Page 23 of 89	

Clause	Project Manager	Supervisor	Employer
<b>Core Clauses</b>			

**Annexure A: Indicative duties of the Project Manager, Supervisor and Employer**

W1.2(3)			To choose an adjudicator jointly or ask the <i>Adjudicator nominating body</i> to choose an adjudicator if the Adjudicator is not identified in the Contract Data or resigns or is unable to act.
W1.3(1)	May extend times for notifying and referring a dispute.		May refer a dispute about a quotation for a compensation event which is treated as having been accepted. May refer any other matter.
W1.3(9)	To proceed as if the matter disputed were not disputed.	To proceed as if the matter disputed were not disputed.	To proceed as if the matter disputed were not disputed.
W1.4(1)			To not refer any dispute to the tribunal unless it has been referred to the <i>Adjudicator</i> .
<b>Option X7: Delay damages</b>			
X7.2			To repay any overpayment of delay damages with interest, if applicable.
X7.3	To assess the benefit to the <i>Employer</i> of taking over part of the works before Completion as a proportion of taking over all the <i>works</i> not previously taken over.		
<b>Option X13: Performance bond</b>			
X13.1	To accept the <i>Contractor's</i> performance bond or to give reasons for non-acceptance.		
<b>Option X16: Retention</b>			
X13.1	To halve the amount retained in the assessment made at Completion of the whole of the <i>works</i> or in the next assessment made after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the works. To retain nothing after the Defects Certificate has been issued.		

Clause	Project Manager	Supervisor	Employer
Core Clauses			

**Annexure A: Indicative duties of the Project Manager, Supervisor and Employer**

## **Annexure B: Generic specification for Occupational Health and Safety in engineering and construction works contracts**

### **1 Scope**

This specification establishes the overarching framework within which a contractor is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

- Note:**
- 1) This specification establishes general requirements to enable the employer and the contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.
  - 2) The Construction Regulations, 2003, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

### **2 Definitions**

**Act:** the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**competent person:** any person having the knowledge, training and experience specific to the work or task being performed

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

**hazard:** a source of or exposure to danger

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which-

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where-
  - i) a dangerous substance was spilled;
  - ii) the uncontrolled release of any substance under pressure took place;
  - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**inspector:** a person designated as such under section 28 the Act

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

**reasonably practicable:** practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**risk:** the probability that injury or damage will occur

**safe:** free from any hazard

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**specification data:** data, provisions and variations that make this specification applicable to a particular contract

#### **structure**

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

- c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

**substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

### **3 Interpretation**

**3,1** The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

**3,2** Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

### **4 Requirements**

#### **4,1 General requirement**

**4.1.1** The contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.

**4.1.2** The contractor shall with respect to the site and the engineering and construction works that are contemplated:

- a) identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- b) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

**4.1.3** The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards.

**4.1.4** The contractor shall ensure that all employees under his or her control are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

**4.1.5** The contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

**4.1.6** The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.

**4.1.7** The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.

**4.1.8** The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **4,2 Health and safety representatives**

**4.2.1** The contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site, to:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

- f) inspect the site with a view to, the health and safety of employees, at regular intervals;
- g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- h) participate in any internal health or safety audit.

**4.2.2** inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

**4.2.3** The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:

- a) make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

**4.2.4** The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

**4.3 Appointment of construction supervisor and safety officers**

**4.3.1** The contractor shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

**4.3.2** A contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the contractor's opinion the necessary competencies and resources, to assist the contractor to assist in the control of all safety related aspects on the site.

**4.3.3** The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

**4.3.4** The contractor shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:

- a) all formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) operation of batch plants; and
- g) the stacking and storage of articles on the site.

**4.4 Risk assessment**

**4.4.1** The contractor performing work falling within the contract shall before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards;
- c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

- 1) **Identify the hazards** by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

- 3) **Evaluate the risks and decide on precautions** by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (eg put barriers between pedestrians and traffic); issue personal protective equipment (eg clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).
- 4) **Record the findings** by writing down the findings of the risk assessment.

**4.4.2** The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

**4.4.3** The contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

**4.4.4** Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
  - i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

**4.4.5** Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

**4.4.6** The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) account of specification data prepared by the designer of the structure is taken into account in the risk assessment;

**Note:** The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

**4.5 Health and safety plans**

**4.5.1** The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

**4.5.2** The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract; and

**Table 1: Example of the format of a health and safety plan**

What are the hazards?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom?	Action by when?

- b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

**4.5.3** The contractor shall discuss the submitted health and safety plan with the employer's representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.

**4.5.4** The contractor shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.

**4.5.5** The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.

**4.5.6** The contractor shall update the health and safety plan whenever changes to the works are brought about.

**4.6 Subcontractors**

**4.6.1** The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the subcontractor shall:

- a) shall co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

**4.6.2** The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.

**4.6.3** The contractor shall take reasonable steps as are necessary to ensure:

- a) co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and
- b) that each sub-contractor's health and safety plan is implemented.

**4.6.4** The contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such contractors, but at least once per month.

**4.6.5** The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

- 4.6.6** The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.
- 4.6.7** The contractor shall ensure that:
- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
  - b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
  - c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.
- 4.6.8** The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.
- 4.6.9** The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.6.10** The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall satisfy himself that ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

#### **4.7 Reporting of incidents**

The contractor shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

#### **4.8 Administration**

##### **4.8.1 Notification of intention to commence construction work**

The contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- a) involves the demolition of a structure exceeding a height of 3m;
- b) involves the use of explosives to perform construction work;
- c) involves the dismantling of fixed plant at a height greater than 3m;
- d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:
  - i) excavation work deeper than 1m; or
  - ii) working at a height greater than 3 m above ground or a landing.

##### **4.8.2 Health and safety file**

###### **4.8.2.1** The contractor shall maintain a health and safety file on site which contains copies of the following, as relevant:

- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- b) the letters of appointments of health and safety representatives;
- c) the minutes of all health and safety meetings;
- d) a comprehensive and updated list of all the subcontractors (domestic) employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- e) a copy of each and every subcontract agreement;.

- f) the contractor's health and safety plan;
  - g) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
  - h) the recommendations made to the contractor by the health and safety committee referred to in 4.2.3
  - i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and
  - j) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
  - k) proof that the contractor and every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
  - l) the inputs of the safety officer, if any, into the health and safety plan;
  - m) a copy of risk assessments made by competent persons;
  - n) details of induction training conducted whenever it is conducted;
  - o) proof of all subcontractor's induction training whenever it is conducted;
  - p) letters of appointments for competent persons to supervise prescribed activities;
- q) proof of the following where suspended platforms are used:
    - i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
    - ii) proof of competency of erectors;
    - iii) proof of compliance of operational design calculations with requirements of the system design certificate;
    - iv) proof of performance test results;
    - v) sketches indicating the completed system with the operational loading capacity of the platform;
    - vi) procedures for and records of inspections having been carried out;
    - vii) procedures for and records of maintenance work having been carried out;
    - viii) proof that the prescribed documentation has been forwarded to the provincial director;
  - r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
  - s) the names of the first aiders on site and copies of the first aid certificates of competency.

**4.8.2.2** The health and safety file shall be made available for inspection by any inspector, subcontractor, employer's representative, employer's agent, health and safety representative or employee of the contractor upon the request of such persons.

**4.8.2.3** The contractor shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

#### **4.9 First aid, emergency equipment and procedures**

The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.