



**CONTRACT No. CDC/407/24-T**

**THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND  
ICT INFRASTRUCTURE PHASE 2 OF THE TSHWANE  
AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ)**

**VOLUME 2 (RETURNABLE DOCUMENTS)**

**CIDB GRADING: 8EP or higher**

**CLOSING DATE: 11 NOVEMBER 2024**

**CLOSING TIME: 12H00**

**PREPARED BY:**

Coega Development Corporation (PTY) Ltd  
145 Herbert Road, Eastwood  
Arcadia  
PRETORIA  
0081

**NAME OF BIDDER:**

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**Document Classification: Public**



## **CONTENTS**

### **BOOK 1: (THE TENDER)**

#### **Part T1: Tendering procedures**

- T1.1 Invitation to Tender
- T1.2 Tender Data
- T1.3 Functional Scoring Criteria
- T1.4 Standard Conditions of Tender

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

- Part C3.1 – Description of Works
- Part C3.2 – Engineering
- Part C3.3 – Construction
- Part C3.4 – Management
- Part C3.5 – Environmental Specification
- Part C3.6 – Occupational Health and Safety Specification
- Part C3.7 – Baseline Risk Assessment
- Part C3.8 – Employment Relations Policy, Principles and Requirements for Construction of the Tshwane Automotive SEZ
- Part C3.9 – SMME Specification
- Part C3.10 – Engineering Specifications

#### **Part C4: Site Information**

- Part C4.1 – Site Information
- Part C4.2 – Geotechnical Report

#### **ANNEXURES**

##### **(Included in the USB attached to these Tender Documents)**

- Annexure 1: Geotechnical Investigation
- Annexure 2: List of Tender Drawings
- Annexure 3: Tender Drawings
- Annexure 4: Excel Bills of Quantities



## BOOK 2 (RETURNABLE DOCUMENTS)

### Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

### Part C1: Agreement and Contract Data

C1.1 Form of Offer Acceptance

C1.2 Letter of Acceptance

C1.3 Schedule of Deviations

C1.4 Contract Agreement

C1.5 Contract Data Part One: Data provided by the *Employer/Client*

C1.6 Contract Data Part Two: Data provided by the *Contractor*

C1.7 Proforma Performance Security

C1.8 Proforma Occupation and Health Agreement *Client/Employer*

C1.9 Insurance Undertaking

C1.10 Protection of Personal Information: Consent Form

### Part C2: Pricing Data

C2.1 Pricing Assumptions & Instructions

C2.2 Bills of Quantities



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## Part T2: RETURNABLE DOCUMENTS

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### Part T2: RETURNABLE DOCUMENTS

T2.1 List of returnable documents

T2.2 Returnable schedules



## **T2.1 List of returnable documents**

### **1. Returnable Schedules required for tender evaluation and contracting purposes**

**All Returnable Schedules and supporting Documents are to be submitted with the bid**

<b>Schedule No</b>	<b>Schedule Description &amp; Location</b>	<b>Tender Assessment Schedule</b>	<b>Contract Schedule</b>	<b>Check</b>
	<b>Tender Schedules:</b>			
Schedule 1.	Tender offer signature and authority of signatory /		Yes	<input type="checkbox"/>
Schedule 2.	FORM SBD 1 Invitation to Bid	Yes	Yes	<input type="checkbox"/>
Schedule 3.	Bidder Disclosure Form SBD4	Yes	Yes	<input type="checkbox"/>
Schedule 4.	FORM SDB 6.1 Preference points Claim		Yes	<input type="checkbox"/>
Schedule 5.	Form K – EME/QSE CPG Declaration		Yes	<input type="checkbox"/>
Schedule 6.	Proof of CIDB Registration		Yes	<input type="checkbox"/>
Schedule 7.	Schedule of Work carried out by the Tenderer	Yes		<input type="checkbox"/>
Schedule 8.	Schedule of Current Contracts	Yes		<input type="checkbox"/>
Schedule 9.	Proposed Key Personnel		Yes	<input type="checkbox"/>
Schedule 10.	Schedule of Construction Plant and Equipment	Yes		<input type="checkbox"/>
Schedule 11.	Financial References	Yes		<input type="checkbox"/>
Schedule 12.	Proposed Construction Work Programme and Methodology	Yes		<input type="checkbox"/>
Schedule 13.	Record of Addenda to Tender Documents	Yes		<input type="checkbox"/>
Schedule 14.	Form L: Occupational Health and Safety Act Specifications		Yes	<input type="checkbox"/>
Schedule 15.	Records of Proposed Amendments to the Contract Documents	Yes		<input type="checkbox"/>
Schedule 16.	Contractor's EME/QSE CPG plan		Yes	<input type="checkbox"/>



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

Schedule 17.	C1.1 Form of Offer and Acceptance		Yes	<input type="checkbox"/>
Schedule 18.	C1.6 Contract Data Part Two: Data provided by the Contractor		Yes	<input type="checkbox"/>
Schedule 19.	C1.7 Performance Security Undertaking		Yes	<input type="checkbox"/>
Schedule 20.	C1.8 Insurance Undertaking		Yes	<input type="checkbox"/>
Schedule 21.	C1.10 Protection of Personal Information: Consent Form	Yes		<input type="checkbox"/>
Schedule 22.	C2.2 Priced Bills of Quantities	Yes	Yes	<input type="checkbox"/>



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THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T

## **SCHEDULE 1: Tender offer signature and authority of signatory Compulsory schedule**

The purpose of this Schedule is:

- Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;
- Section 2: To establish the authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

### **INSTRUCTIONS FOR COMPLETING SCHEDULE 1:**

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- **If the tendering entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule and leave Sections 2.2 and 2.3 blank.
- **If the tendering entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which the Client/Employer will use for any and all communication in regard to this tender.

### **Section 1: Official tender offer signature**

**THE TENDERING ENTITY IS:** (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

### **NAME OF THE TENDERING ENTITY:**

.....  
(Legally correct full name of the tendering entity)

**Registration number of the tendering entity:** .....

### **CONTACT DETAILS:**

Physical & Postal Address:.....

.....

.....

.....

..... (Postal Code)

Telephone number: .....



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

Mobile number: .....

Email address: .....

**Section 1 (continued...)**

To simplify the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules, which in the past required separate signatures on each form, including the Form of Offer.

**DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNL AFFIRM**

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, ..... hereby swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client/Employer* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client/Employer*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

<b>AUTHORISED SIGNATURE OF TENDERER</b>
---

**TO BE COMPLETED BY A COMMISSIONER OF OATHS:**

I certify that before administering the oath/solemn affirmation, I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- |     |  |               |
|-----|--|---------------|
| 1.1 | Do you know and understand the contents of this declaration?   | ANSWER: ..... |
| 1.2 | Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead? | ANSWER: ..... |





**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

1.3 Do you consider this declaration to be binding on your conscience? ANSWER: .....

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document, inclusive of all declarations therein, which were sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

.....  
**SIGNATURE** **FULL NAMES** (Commissioner of Oaths)

Designation (rank) .....ex officio: Republic of South Africa

Date: .....

Place .....

Address: .....

Commissioner's Stamp



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

**Section 2: Authority of signatory**

**2.1: Resolution of the board of \*Trustees/Directors/Members/Partners**

Notes:

1. \*Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

**RESOLUTION** by the \*Proprietor/Board of \*Trustees/Directors/JV/Consortium Members/Partners of:

.....  
(Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at ..... On .....  
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

**RESOLVED that:**

1. The entity submits a bid to the COEGA DEVELOPMENT CORPORATION in respect of Tender No:  
**CDC/407/24-T: THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE  
(TASEZ)**

2. \*Mr/Mrs/Ms:  
.....

in \*his/her capacity as: .....  
(Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

**2.2: Resolution to enter into Consortium / Joint Venture**

Notes:

1. \*Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

**RESOLUTION** by the \*Proprietor/Board of \*Trustees/Directors/JV/Consortium Members/Partners of:

.....  
(Legally correct full name and registration number, if applicable, of the entity)

Taken at ..... On .....  
(Place) (Date)

	<b>Name of Proprietor/Trustee/Director/Member/Partner</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

**RESOLVED that:**

1. The entity submits a bid, in consortium/joint venture with the following entities to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: **CDC/407/24-T: THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ).**

	<b>Full legally correct name of entity</b>	<b>Registration No (if applicable)</b>
1		
2		
3		
4		



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

5		
6		

(Append a separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

**2.3: Resolution to bid as Consortium / Joint Venture**

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
  2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
  3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.
2. **RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **CDC/407/24-T: THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ).**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at ..... On.....  
(Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

5			
6			

(Append separate page if not enough space)

**RESOLVED that:**

A. The abovementioned entities submit a bid in consortium/ joint venture to the CDC in respect of the tender mentioned above.

B. \*Mr/Mrs/Ms:

.....

in \*his/her capacity as: .....

(Position in the bidding consortium/joint venture)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....  
(Consortium/Joint Venture name)

D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the CDC in respect of the tender mentioned above.

E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the CDC 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the CDC for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the CDC, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the CDC referred to herein.

G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the CDC in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).



## **SCHEDULE 2: SBD 1 Form – Part A: Invitation to Bid and Part B: Terms and Conditions**

### **SBD 1 FORM**

### **PART A**

### **INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION</b>					
BID NUMBER:	CDC/407/24-T	CLOSING DATE:	11 November 2024	CLOSING TIME:	12:00
DESCRIPTION	THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Coega Development Corporation (Pty) Ltd					
145 Herbert Road					
Eastwood, Arcadia					
0083					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Zine Mtanda		CONTACT PERSON	Ms Zine Mtanda	
TELEPHONE NUMBER	-		TELEPHONE NUMBER		
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:GPTenders@coega.co.za">GPTenders@coega.co.za</a>		E-MAIL ADDRESS	<a href="mailto:GPTenders@coega.co.za">GPTenders@coega.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<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>					



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE  
2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<div style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </div> <div style="text-align: center; margin-top: 5px;">           [IF YES ENCLOSE PROOF]         </div>	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<div style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </div> <div style="text-align: center; margin-top: 5px;">           [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]         </div>
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<div style="display: flex; justify-content: space-between;"> <div>           IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?            DOES THE ENTITY HAVE A BRANCH IN THE RSA?            DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?            DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?            IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  <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> </div> <div style="text-align: right;"> <input type="checkbox"/> YES   <input type="checkbox"/> NO  <input type="checkbox"/> YES   <input type="checkbox"/> NO  <input type="checkbox"/> YES   <input type="checkbox"/> NO  <input type="checkbox"/> YES   <input type="checkbox"/> NO  <input type="checkbox"/> YES   <input type="checkbox"/> NO         </div> </div>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TENDER SUBMISSION:</b>	
1.1.	TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE 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	TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE 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: \_\_\_\_\_

NAME OF PERSON SIGNING: \_\_\_\_\_

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

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





## **SCHEDULE 3: SBD 4- BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**


2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed 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?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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:

- 3.1 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

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<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.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

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.

- 3.4 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.
- 3.5 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 reference for this bid.
- 3.6 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 COEGA and or THE STATE MAY REJECT THE BID AND/OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF THE PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



## **SCHEDULE 4: SBD 6.1 PREFERENCE POINTS CLAIM**

### **FORM(90:10)**

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

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

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

---

#### **1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value of more than R50 000 000 (all applicable taxes included); and

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of



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THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## **2. DEFINITIONS**

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

## **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.1. POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS**

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

**90/10**

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### **3.2.1. POINTS AWARDED FOR PRICE**



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THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

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

**90/10**

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

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



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Level One Contributor	10	
Level Two Contributor	9	
Level Three Contributor	6	
Level Four Contributor	5	
Level Five Contributor	4	
Level Six Contributor	3	
Level Seven Contributor	2	
Level Eight Contributor	1	
Non-Complaints Contributor	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....





## **SCHEDULE 5: FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE Target Form**

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

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

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

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

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

I/We tender the following targets of:

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



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

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

Duly authorised to sign on behalf of: (name of tenderer)	:	

Name of Person signing	:	
------------------------	---	--

Signature	:	
-----------	---	--

Date	:	
------	---	--



## **SCHEDULE 6: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

The bidder shall affix to this page:

Written proof of registration with the CIDB in the required categories.

The classification of the Joint Venture, where and if applicable, shall be stated with all relevant information required. Refer to clause C.2.1 of the Tender Data.

**Note:**

**The CDC will confirm active and validity of grading through the CIDB website. Bidders who's status are suspended, de-registered and expired, will be deemed non-responsive.**

**SCHEDULE 7: SCHEDULE OF WORK CARRIED OUT BY TENDERER**

The Tenderer shall list below the building contracts of a similar nature awarded to him or her.

This information is material to the award of the Contract.

Only projects completed in the past ten (10) years by the Contractor and contact persons to be indicated below:

[illegible]

SIGNATURE: .....

DATE: .....



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

## **SCHEDULE 8: Schedule of Current Contracts**

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.**  
**THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

## **SCHEDULE 9: PROPOSED KEY PERSONNEL**

The bidder shall list below the key personnel, whom he proposes to employ on the contract should his offer be accepted, (FIDIC Red 2017 Clause 4.3 and 6.12) both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

At the time of Appointment or during the duration of the contract, the key personnel listed in the table below is no longer available due to unforeseen circumstances, then a cv of a replacement key personnel with the same experience or better will need to be submitted to the Employer/Client for approval before replacing the said Key personnel.

Curriculum Vitae of Key Personnel to be attached to this Bid Document. DESIGNATION	NAME AND NATIONALITY OF:	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION	REGISTRATION NUMBER:	Consent Signature of nominated key personal
Contracts Manager				
Site Agent				
Fibre Optic Project Manager				
Low Voltage Installation Electrician (LVE)				
Medium Voltage Specialist Electrician (MVE)				

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

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)



## ***CURRICULUM VITAE FORMAT OF KEY PERSONNEL***

**A CV of each key staff member should be attached to this schedule.** The brief CV should be structured under the following headings;

- Personal particulars
- Name
- Date and place of birth
- Place (s) of tertiary education and dates associated therewith
- Professional awards
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- Name of current employer and position in enterprise
- Overview of post-qualification experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the scope of work the form below can be completed.

### **PROPOSED POSITION OF KEY PERSON: CONTRACTS MANAGER**

#### **Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE ..... DATE:.....  
***(Of person named in the schedule)***

SIGNATURE: ..... DATE:.....  
***(of person authorised to sign on behalf of the Tenderer)***



COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T

**PROPOSED POSITION OF KEY PERSON: SITE AGENT**

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE ..... DATE:.....  
*(Of person named in the schedule)*

SIGNATURE: ..... DATE:.....  
*(of person authorised to sign on behalf of the Tenderer)*

**PROPOSED POSITION OF KEY PERSON: FIBRE OPTIC PROJECT MANAGER**

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE ..... DATE:.....  
*(Of person named in the schedule)*

SIGNATURE: ..... DATE:.....  
*(of person authorised to sign on behalf of the Tenderer)*





COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T

**PROPOSED POSITION OF KEY PERSON: LOW VOLTAGE INSTALLATION ELECTRICIAN  
(LVE)**

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE ..... DATE:.....  
*(Of person named in the schedule)*

SIGNATURE: ..... DATE:.....  
*(of person authorised to sign on behalf of the Tenderer)*

**PROPOSED POSITION OF KEY PERSON: MEDIUM VOLTAGE SPECIALIST ELECTRICIAN  
(MVE)**

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE: ..... DATE: .....  
*(Of person named in the schedule)*

SIGNATURE: ..... DATE: .....  
*(of person authorised to sign on behalf of the Tenderer)*



## **SCHEDULE 10: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT**

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

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

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE	WET RATE/HR

*Attach additional pages if more space is required*

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED		
		WET RATE/HR	HIRE/ BUY	SOURCE

*Attach additional pages if more space is required.*

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



## **SCHEDULE 11: FINANCIAL REFERENCES**

### **Financial Statements**

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

### **Bank Details**

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

DESCRIPTION OF BANK	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	(     )
Email:	
Account Number	

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)



## **SCHEDULE 12: PROPOSED WORK PROGRAMME AND METHODOLOGY**

The bidder shall affix to this page:

Their proposed programme and methodology indicating as a minimum:

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



## **SCHEDULE 13: RECORDS OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Attach additional pages if more space is required.*

SIGNATURE: .....  
(of the person authorised to sign on behalf of the Tenderer)

DATE: .....

## **SCHEDULE 14: FORM L: OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS**

HEALTH, SAFETY AND ENVIRONMENTAL PROJECT MOBILIZING REQUIREMENTS FOR  
CONSTRUCTION WORK

### **ANNEXURE A**

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

<b>OHSSS Item No.</b>	<b>OHSSS Requirement</b>	<b>OHSA Requirement</b>	<b>Submission Date</b>
2.3.1	Application for construction work permit submitted to the CDC of Labour by the Client/Employer – CR 3	A copy of completed Annexure 1 with signed permit certificate from DOL	Before commencement of construction work.
2.3.2	Assignment of Construction Manager (CM) for management and supervision of construction work – CR 8(1)	Signed appointment letter, CM's profile, and certified copy of (ID, qualifications, short courses attended)	
2.3.3	Assignment of time Construction Health and Safety Officer (CHSO/CHSM) to assist in the control of all SHE related aspects on site – CR 8(5)	Signed appointment letter, CHSO CV, SACPCMP Registration as CHSO/CHSM, certified copy of (ID, qualifications).	
2.3.4	Construction work site Organogram	Designation and Names of Persons appointed to relevant Regulations	
2.3.5	Assignment of Competent Responsible Persons as per project scope of work	<ul style="list-style-type: none"> <li>Designation and Names of Persons appointed for relevant Section and Regulation of relevant Legislations.</li> <li>Proof of competent certificates</li> </ul>	
2.3.6	Registration with Compensation Fund or approved License Insurer in terms of Occupational Injuries and Diseases Act, Act (130 of 1993)	Valid proof of letter of good standing	
2.3.7	Prepared SHE Policies – Section 7	Signed SHE policies as per Tender SHE Specifications	
2.3.8	Prepared Baseline Risk Assessment (BRA) – Hazard	Signed BRA specific to the project scope of work	



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

	Identification and Risk Assessment – CR 9(1)		
2.3.9	Prepared Method Statements	Signed method statements as per Tender SHE Specifications	
2.3.10	Prepared Health and Safety Plan (HSP) - CR 7(1)(a)	Signed HSP specific to the Tender SHE Specifications	
2.3.11	Documents, Records and Registers – CR 7(1)(b)	Prepared registers, documents, and records as per Tender SHE Specifications	
2.3.12	Medical examinations of all employees specific to the work to be performed – pre and exits - CR 7(1)(g)	Proof of valid medical certificates issued by Occupational Health Practitioner with completed Annexure 3 and copies of employees' ID	
2.3.13	Mandatory agreement entered between two parties - Section 37.2	Signed copy of mandatory agreement by the Client/Employer and Principal Contractor	
2.3.14	Prepared SHE Site Specifications by the Client/Employer - CR 5(1)(b)	Signed copies of SHE Specifications	

**Abbreviations:**  
**SHE:** Safety, Health and Environment 2014  
**CR:** Construction Regulations 2014  
**OHSA:** Occupational Health and Safety Act and Regulations, Act (85 of 1993)  
**OHSSS:** Occupational Health and Safety Site Specification

**Acknowledgement:**

I, \_\_\_\_\_ representing  
 \_\_\_\_\_ Contractor / Agent have  
 satisfied myself with the content of the OHSSS and shall ensure that the Contractor and his  
 / her personnel comply with all relevant obligations in respect thereof. I furthermore have  
 fully included in my tendered rates and prices (in the appropriate payment items provided in  
 the Schedule of Quantities) for all resources, actions, training and any other costs required  
 for the due fulfilment of the OHSA for the duration of the construction work and defects  
 liability period.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **SCHEDULE 15: RECORDS OF PROPOSED AMENDMENTS TO THE CONTRACT DOCUMENTS**

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

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

*Attach additional pages if more space is required.*

SIGNATURE: ..... DATE: .....  
(of the person authorised to sign on behalf of the Tenderer)



## **SCHEDULE 16: CONTRACTOR'S EME/QSE CPG PLAN**

The tenderer shall affix to this page:

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



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## Part C1: Agreement and Contract Data

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### CONTRACT DATA

- C1.1 Form of Offer (Schedule 17)
- C1.2 Form of Acceptance
- C1.3 Form of Deviations
- C1.4 Contract Agreement Form
- C1.5 Contract Data by the Employer/Client
- C1.6 Contract Data by the Contractor (Schedule 18)
- C1.7 Performance Security Undertaking (Schedule 19)
- C1.8 Occupational Health and Safety Agreement
- C1.9 Insurance Undertaking (Schedule 20)



## **SCHEDULE 17: C1.1 FORM OF OFFER**

NAME OF CONTRACT: **CDC/407/24-T**  
**THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT**  
**INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE**  
**SPECIAL ECONOMIC ZONE (TASEZ)**

### **C1.1 Form of Offer (Schedule 17)**

The **Employer/Client**, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of a Contractor for **CONTRACT NO. CDC/407/24-T**

**THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY  
ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE**

The **Bidder**, identified in the offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules and by submitting this offer has accepted the Conditions of Tender.

The **Bidder**, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

R (in words)

.....  
.....

R (in figures).....



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

This Offer may be accepted by the Employer/Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

**Signature(s)**

**Name(s)**

**Capacity**

**for the  
Tenderer**

.....  
*(Insert name and address of  
organisation)*

**Name &  
signature of  
witness**

**Date**

## C1.2 Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer/Client identified below accepts the Tenderer's Offer. In consideration thereof, the Employer/Client shall pay the Contractor the amount due per the conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer/Client and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

1. Part C1 Contract Data
2. Part C2 Pricing Data
3. Part C3 Scope of Work including all Annexures
4. Part C4 Site Information
5. Returnable Contract Schedules

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer/Client during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer/Client during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within fourteen (14) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer/Client's agent (whose details are given in the Contract Data) proof of insurances, Safety, Health and Environmental Plans and any other documentation (except securities/construction guarantees) to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement by the Contractor and the Employer/Client shall be entitled at his discretion to terminate this agreement.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

The Tenderer shall within twenty-one (21) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer/Client's agent (whose details are given in the Contract Data) securities/construction guarantees to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil this obligation in accordance with those terms shall constitute a repudiation of this agreement by the Contractor and the Employer/Client shall be entitled at his discretion to terminate this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) working days of the date of such receipt, notifies the Employer/Client in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)\_\_\_\_\_

Name(s)\_\_\_\_\_

Capacity\_\_\_\_\_

**for the Employer/Client**

Name & signature of witness\_\_\_\_\_

Date\_\_\_\_\_



## C1.3 Schedule of Deviations

1. Subject:

---

Details:

---

---

2.

Subject

Details:

---

---

3. Subject

Details:

---

---

4. Subject

Details:

---

---

5. Subject

Details:

---

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By the duly authorised representatives signing this agreement, the Employer/Client and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer/Client during this process of offer and acceptance.

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



COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the  
Employer/  
Client

(Insert name and address of organisation)

Name and  
signature of  
witness \_\_\_\_\_ Date \_\_\_\_\_

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the  
Contractor  
Name and  
signature of

(Insert name and address of organisation)

witness \_\_\_\_\_ Date \_\_\_\_\_





## C1.4 CONTRACT AGREEMENT

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

Between **COEGA DEVELOPMENT CORPORATION (PTY) LTD**  
(Registration No.1982/03891/07)

of No 145 Herbert Road, Eastwood, Arcadia, Pretoria, South Africa

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

and **NAME**  
(Registration No. xxx)

of *address*

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

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

**CONTRACT NO. CDC/407/24-T**

**THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE 2  
OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ)**

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

The Employer/Client and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The Acceptance of Offer
  - b) The Offer
  - c) The Particular Conditions of Contract
  - d) The Special Conditions of Contract



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

- e) Conditions of Contract for EPC/TURNKEY Projects, Second Edition 2017 (Red Book) published by the International Federation of Consulting Engineers (FIDIC).
  - f) The Employer/Client's Requirements and any referenced documents/annexures etc thereto (C3 SCOPE, C4 SITE INFORMATION & APPENDIX)
  - g) The completed contract Tender Schedules
  - h) Detailed Priced Activity Schedule (C2.3)
3. In consideration of the payments to be made by the Employer/Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer/Client to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer/Client hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and after remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

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

SIGNED ON BEHALF OF THE PARTIES

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

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

\_\_\_\_\_

Signature (Employer/Client)	Position of signatory	Name of signatory who
warrants that he/she is authorised thereto		

In the presence of the undersigned witness.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

---

Signature (Witness)

---

Print Name

**AUTHORISED SIGNATURE OF CONTRACTOR**

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

---

Signature (Contractor)

Position of signatory

Name of signatory who warrants

that he/she is authorised thereto

In the presence of the undersigned witness.

---

Signature (Witness)

---

Print Name

## C1.5: CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER/CLIENT

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

***The Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") 2017 Second Edition*** as published by the International Federation of Consulting Engineers (FIDIC) are applicable to this Contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel. 011 - 805 5947) or the South African Association of Consulting Engineers (Tel. 011 - 463 2022).

The Contractor must obtain his own copy of these Conditions of Contract (FIDIC 2017 "Red Book" Second Edition)

The Annexes and Forms bound in the Conditions of Contract (Red Book) shall not apply to this Contract and shall be replaced with the documentation bound into this Tender document.

The General Conditions make reference to the Particular Conditions and Special Conditions (Clause 1.1.50) (contained in the Contract 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 (Particular Conditions and Special Conditions) shall have precedence in interpreting any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions shall be read in conjunction with the variations, amendments and additions in the Particular Conditions and Special Conditions below. Each data item given below is cross-referenced to the Clause or Sub-Clause in the General Conditions to which it mainly applies.

## Particular Conditions of Contract Part A – Contract Data

1.1 Definitions		
1.1.27	Defects Notification Period (DNP):	365 Days calculated from the date of which the Works is completed
1.1.31	Employer's name and address:	<b>Name:</b> COEGA DEVELOPMENT CORPORATION (PTY) LTD <b>Address:</b> CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.30	Engineer's name	<b>The Employer's agent is:</b> Henry Fagan (Pty) Ltd <b>The Lead Consultant is:</b> Henry Fagan (Pty) Ltd <b>The Engineer is:</b> Henry Fagan (Pty) Ltd
1.1.84	Time for Completion:	10 (ten) months after the Commencement Date including the builders shut down period
1.3 Notices and Other Communications		
1.3 (a)(ii)	Agreed methods of electronic transmission:	System of electronic communication accepted for communications via email only and not via sms, mms, WhatsApp or any other social media platform
1.3 (d)	Address of Employer for communications:	<b>Physical address:</b> CDC Pretoria Office, 145 Herbert Road, Arcadia, Pretoria, 0081 <b>Email address:</b> zakhele.kunene@coega.co.za
1.4 Law and Language		
1.4	Contract shall be governed by the law of:	The Republic of South Africa
1.4	Ruling language:	English
1.4	Language for communications:	English
1.15 Limitation of Liability		
1.15	Total liability of the Contractor to the Employer/Client under or in	150% of the Contract Price

## Part C1: Agreements and Contract Data C1.5

### (Contract Data by Employer/Client Part A)

	connection with the Contract:	
<b>2.1 Right of Access to the Site</b>		
2.1	Right of Access to Site:	<p>Is subject to the Contractor providing the Employer/Client with:</p> <ul style="list-style-type: none"> <li>• H&amp;S File compliant with the Scope</li> <li>• Construction Permit as issued by Department of Employment and Labour</li> <li>• Detailed Design and Construction Programme</li> </ul>
<b>4.2 Performance Security</b>		
4.2	Performance Security:	<p>10% of the Contract Price until the date the Taking-Over Certificate is issued in accordance with clause 10; and</p> <p>5% until the date the Performance Certificate is issued in accordance with clause 11.9</p> <p>The period for submission of Performance Security is within 14 (fourteen) days of Appointment Date.</p>
<b>4.19 Temporary Utilities</b>		
4.19	Period of payment for Temporary Utilities:	30 Days
<b>5.1 Subcontractors</b>		
5.1 (a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):	60%
5.1 (b)	Part of the Works for which subcontracting is not permitted:	None
5.1.	Subcontractors for which the Contractor shall give Notice before appointment:	All Subcontractors

<b>6.5 Working Hours</b>		
6.5	Normal working hours on the site:	07h30 – 17h30 weekdays and Saturdays
<b>8.3 Programme</b>		
8.3	Programme	The programme shall be submitted in MS Project format as well as in colour PDF format.
<b>8.8 Delay Damages</b>		
8.8	Delay Damages:	<p>Delay Damages amount calculated in accordance with percentages (%) of the Contract Price in the proportions of the currencies in which the Contract Price is payable, detailed in the schedule below and capped at seven percent (7%) of the Contract Price at the Time for Completion Date. And will be payable in the following increments:</p> <ul style="list-style-type: none"> <li>• 0.1% per day of 70% of the total of the Contract Price at the Take Over Date, for the first 10 days of delay.</li> <li>• 0.2% per day of 70% of the total of the Contract Price at the Take Over Date, for the 11th to the 20th day of delay,</li> <li>• 0.4% per day of 70% of the total of the Contract Price at the Take Over Date, for the 21st to the 25th day of delay,</li> <li>• 1% per day of 70% of the total of the Contract Price at the Take Over Date, for the 26th to the 30th day of delay.</li> </ul>
<b>14.2 Advance Payment</b>		
14.2	Advance Payment:	Advance Payment by the Employer is not permitted for this Contract
<b>14.3 Application for Interim Payment</b>		
14.3 (i)	Percentage of retention:	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (ii)	Percentage of retention on SMME/Subcontractors	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount):	10% of Contract Value

14.7 Payment		
14.7 (b)(i)	Period for the Employer/Client to make interim payments to the Contractor under Sub-Clause 14.6 <i>[Interim Payment]</i> :	30 Days (However, the Employer/Client will endeavour to make payment within 15 days after the Statement and supporting information is approved and submitted).
14.7 (b)(ii)	Period for the Employer/Client to make interim payments to the Contractor under Sub-Clause 14.13 <i>[Final Payment]</i> :	30 Days
14.7 (c)	Period for the Employer/Client to make final payment to the Contractor:	30 Days
14.7 (b)(i)	Period for the Contractor to make interim payments to the SMME/ Subcontractor under Sub-Clause 14.6 <i>[Interim Payment]</i> : Immaterial of whether the Employer made payment to the Main Contractor or not	15 Days (Employer/Client will endeavour to make payment within 15 days after the Statement and supporting information is approved and submitted).
14.7 (b)(ii)	Period for the Main Contractor to make interim payments to the SMME/Sub-Contractor under Sub-Clause 14.13 <i>[Final Payment]</i> : Immaterial of whether the Employer/Client made payment to the Main Contractor or not	30 Days



14.7 (c)	Period for the Main Contractor to make final payment to the SMME/ Sub-Contractor: Immaterial of weather the Employer/Client made payment to the Main Contractor or not	30 Days
14.8 Delayed Payment		
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)):	0%
14.15 Currencies of Payment		
14.15	Currencies for payment of Contract Price:	The currency for all payments in terms of the Contract shall be the South African Rand (ZAR)
19.1 Insurance (General Requirements)		
19.1	Period for submission of insurance:	Evidence of insurance: 14 days Relevant policies: 14 days
19.2 Insurance to be provided by the Contractor		
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	15 % to apply
19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works:	None
19.2.3(a)	Amount of insurance required for liability for breach of professional duty:	150% of design component of the contract

19.2.3(b)	Insurance required against liability for fitness for purpose:	Yes
19.2.3	Period of insurance required for liability for breach of professional duty:	10 Years
19.2.4	Amount of insurance required for injury to persons and damage to property:	Supplementary/special insurance to be effected by: Contractor For sum of: R10million per claim and R50million in the aggregate, or such insurance provided by the Contractor in excess of the stated values
19.2.6	Other insurances required by Laws and by local practise:	SASRIA
<b>21.1 Constitution of the DAAB</b>		
21.1	Time for appointment of DAAB:	21 Days from date of receipt of written notice by one party from the other party requiring the appointment of a DAAB
21.1	The DAAB shall comprise:	1 member
<b>21.2 Failure to Appoint DAAB Member(s)</b>		
21.2	Appointing entity (official) for DAAB member(s):	Association of Arbitrators (Southern Africa)

## Particular Conditions of Contract Part B – Special Provisions

The FIDIC Conditions of Contract for Construction (“Red Book”) Second Edition (2017) shall be amended as follows:

1.1 General Provisions		
1.1.4	Base Date:	1.1.2 is deleted and replaced by:  “ <b>Base Date</b> ” means the date 7 days prior to the closing date for the submission of the Tender.”
1.1.7	Commencement Date:	1.1.4 is deleted and replaced by:  “ <b>Commencement Date</b> ” means the date the Contractor receives one fully completed original copy of the completed Form of Offer and Acceptance”
1.1.10	Contract:	1.1.7 is deleted and replaced by:  “ <b>Contract</b> ” means the Form of Offer and Acceptance, Contract Data, these General Conditions, the Employer’s Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.”
1.1.48	Key Personnel:	1.1.42 is deleted and replaced by:  “ <b>Key Personnel</b> ” shall mean as a minimum all the personnel so identified under Tender Returnable Schedule 8 i.e. SCHEDULE 8: PROPOSED KEY PERSONNEL.”
1.1.71	Schedules:	1.1.62 is deleted and replaced by:  “ <b>Schedules</b> ” means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) shall include the identified Contract Returnable Schedules and may include data, lists and schedules of rates and/or prices.”
1.1.72	Schedule of Payments:	1.1.63 is deleted and replaced by:

### Part C1: Agreements and Contract Data C1.5

		<p><b>“Schedule of Payments”</b> means the document(s) entitled <i>Priced Activity Schedule (C2.3)</i>, completed by the Contractor and submitted with his tender offer as <i>Tender Returnable Schedule 23</i>, as included in this Contract.”</p>
1.1.73	Section:	<p>1.1.66 is deleted and replaced by:</p> <p><b>“Section”</b> means a part of the Works specified in the Contract Data as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer/Client (such Section may be an item of Plant).”</p>
1.1.89	Employer/Client’s Requirements:	<p>New definition:</p> <p><b>“Employer/Client’s Requirements”</b> means the document titled <i>“Part C3: Scope”</i>, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications.”</p>
1.1.90	Returnable Schedules:	<p>New definition:</p> <p><b>“Returnable Schedules”</b> means the <i>Tender Returnable Schedules</i> contained in Part T2 in the Tender Data, Part C2 the <i>Pricing Data</i>, and <b>“Schedules of Quantities”</b> means the document entitled <i>Priced Activity Schedule</i> contained in Part C2.3 in the <i>Pricing Data</i> and any <i>Technical Returnable Schedules</i> in Part T2.”</p>
1.5 Priority of Documents		
1.5	Priority of Documents:	<p>1.1.5 is deleted and replaced by:</p> <p><i>“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</i></p> <ul style="list-style-type: none"> <li>a) The Letter of Acceptance</li> <li>b) The Letter of Tender</li> <li>c) The Particular Conditions of Contract</li> </ul>

		<p>d) Conditions of Contract for Construction Second Edition 2017 (Red Book) published by the International Federation of Consulting Engineers (FIDIC).</p> <p>e) The Employer/Client's Requirements – Scope C3,C4 and Appendix</p> <p>f) Priced Bill of QuantitiesC2.3,</p> <p>g) The completed contract Tender Schedules,</p> <p><i>If an ambiguity or discrepancy is found in the documents, the Employer's Representative shall issue any necessary clarification or instruction."</i></p>
<b>1.6 Contract Agreement</b>		
1.6	Contract Agreement:	<p>1..6 is deleted and replaced by:</p> <p><i>"The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer/Client. The Agreement shall be the fully completed Form of Offer and Acceptance, including the Schedule of Deviations and the Contract Agreement Page contained in the Contract Document at Part C1.1, C1.2, C1.3 and C1.4"</i></p>
<b>1.12 Confidentiality</b>		
1.12	Confidentiality:	<p>Insert the following after the first paragraph:</p> <p><i>"The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party."</i></p>
<b>1.13 Compliance with Laws</b>		
1.13	Compliance with Laws:	Insert " <i>deposits</i> " after " <i>taxes</i> " in 1.13 b).
<b>1.15 Limitation of Liabilities</b>		
1.15	Limitation of Liabilities:	<p>Clause 1.14 is amended by:</p> <p>inserting the following new sub-clause under the first paragraph</p> <p><i>"(h) Notwithstanding any contrary provision the Contractor shall</i></p>

**Part C1: Agreements and Contract Data C1.5**

		<i>be liable for indirect or consequential loss or damage incurred by the Employer/Client as result of any negligent or intentional act by the Contractor (or his Subcontractors, employees or agents) during the design and/or execution of the Works"</i>
<b>3 The Employer's Representative</b>		
3.1	The Engineer	<p>Add the following to paragraph two (deemed full authority restrictions):</p> <p>"Deemed full authority of the Engineer does not apply to the restrictions outlined below. The Engineer shall obtain the specific written approval of the Employer/Client for the execution of the following functions or duties and the Contractor shall not proceed with any such additional works until the Employer/Client has duly approved and physically signed (written confirmation) a variation order and the Contractor should insist on such a signed copy of such a variation order before commencement of any additional works: -</p> <p>(a) The award of claims in respect of extensions of time Sub-Clause 8.5</p> <p>(c) The issuing of Variation Orders, in terms of Clause 13.</p> <p>(d) The award of claims in respect of additional costs in terms of Sub-Clause 13.6."</p>
3.3	Instructions of the Engineer	<p>Add to the following paragraph to Sub-Clause 3.3:</p> <p>"Where the Engineer issues a written instruction that determines a reasonable date for the performance of a contractual obligation in terms of the Contract, and where the Principal Contractor fails to demonstrate compliance with the instruction, the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>If compliance is outstanding on the fifth day after the due date, an amount of R 5 000.00 is be deducted from any amounts due to the Principal Contractor at the next payment date.</li> <li>If compliance remains outstanding there-after, a penalty amount equal to double the previous amount is to be imposed for every five days that elapse.</li> </ul>

3.4	Replacement of the Engineer:	<ul style="list-style-type: none"> <li>The maximum penalty deduction for any outstanding instruction shall be R 150 000.00 and a suspension of the Works for 48 hours.</li> </ul> <p>In the first line of the first paragraph, replace “42” <b>with</b> “14”.</p>
4 The Contractor		
4.2	Performance Security:	<p>Delete the first sentence of the second paragraph and replace with:</p> <p><i>“The Contractor shall deliver the Performance Security to the Employer/Client within 14 days from the Contract Date. The Performance Security shall be issued by a Bank or Insurance Company registered or licensed to do business in the Republic of South Africa and having an Office or Banking Facility in the Republic of South Africa and shall be subject to approval by the Client and shall be in the form prescribed in the project documents or in another form approved by the Client ”</i></p> <p>Add the following at the end of the second paragraph:</p> <p><i>“The form of Performance Security shall contain the precise wording of the document included in Part C1.7 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution which shall be one of the major banks in South Africa approved by the Employer/Client at the date when the guarantee is to be issued.”</i></p> <p>Replace the ‘42 days’ under Sub-Clause 4.2.2 (b) and (c) with 21 days.</p>
4.3	Contractor’s Representative:	Delete “before the Commencement Date” in the first sentence of the third paragraph and replace with “within 14 days from the Commencement Date”.
4.8	Health and Safety Obligations:	Add the following:

		<p><i>"The Contractor's attention is also drawn to the Health and Safety Specification contained in the Employer/Client's Requirement.</i></p> <p><i>The Employer/Client and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</i></p> <p><i>An agreement is included in the Contract Document (Part C1 in Agreements and Contract Data) and shall be completed and submitted to the Employer/Client together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract."</i></p>
4.17	Contractor's Equipment:	<p>Add the following:</p> <p><i>"The Contractor shall provide all necessary storage facilities on Site."</i></p> <p><i>"The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor."</i></p>
4.21	Security of the Site:	<p>Add the following sub-paragraph:</p> <p><i>"(c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer/Client's Representative or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and for the protection of life and property."</i></p>
4.22	Contractor's Operations on Site:	<p>Add the following:</p> <p><i>"The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage of new and existing plant, equipment, buildings</i></p>



		<i>and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on Completion, remove all covers and shall at his cost rectify all damage to finishes to the satisfaction of the Employer's Representative."</i>
5.1	Subcontractors:	<p>Add the following clause:</p> <p><i>"c) The Contractor shall supply the Employer/Client with, but not limited to, appointment report, signed sub contractor agreements, proof of all orders placed (POs), signed invoices and payment certificates and Proof of Payments with subcontractors upon request by the Employer's Representative. Information is to be provided on each sub-order, sufficient to identify the material or equipment to which the sub-order relates."</i></p>
5.2	Nominated Subcontractors	<p>Add the following at the end of the first paragraph:</p> <p><i>" And all Subcontractors which the Contractor shall employ to the extent specified and committed to in the tender Goal Declaration (SMME Target Form under Tender Returnable Schedule, i.e. SCHEDULE 4: FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE Target Form) '</i></p> <p>Add the following to Sub-Clause 5.2.3</p> <p><i>'All payments to the Nominated Subcontractor shall be made within 7 Days after the Main Contractor receives payment from the Client/employer.</i></p> <p>Add a new Sub-Clause 5.2.4 <u>Subcontractor Disputes</u></p> <p><i>'The Contractor shall include in all its SMME Subcontract agreements an express obligation for the Client/Employer after a notice of dispute has been issued to be the Mediator in resolving the dispute before the dispute is resolved as per the specific Terms and Conditions of the said Subcontract.</i></p>

6 Staff and Labour		
6.13	Contract Participation Goal: EME / QSE Obligations	<p>Add the following new Clause 6.13:</p> <p><i>“The Contractor shall comply with the undertaking at Tender Schedule 4 CONTRACT PARTICIPATION GOAL: EME / QSE Target Form K, and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided”</i></p>
6.14	Local Labour Requirements	<p>Add the following new Clause 6.14:</p> <p><i>“The Contractor shall comply with the Local Labour provision to the extent of employing 70% of its Labour as defined in the Employer/Clients Requirements (EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND REQUIREMENTS FOR CONSTRUCTION OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE), and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided”</i></p> <p><i>c) The Contractor/Subcontractors shall supply to the Employer Representative with, <b>but not limited to</b>, monthly labour appointment reports, signed labour employment contracts, ID copies, and proof of address of all Labourers and any other documents required as per by Chapter 9 Institutions.</i></p> <p><i>Information is to be provided on each Labourer</i></p>
8 Commencement, Delays and Suspension		
8.3	Programme:	<p>Replace “28 days “referred to in the first paragraph with “14 days”:</p> <p>Add the following after the first paragraph:</p> <p><i>“The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions and any Programming Restrictions as instructed by the Employer/Client.”</i></p>

8.5	Extension of Time for Completion:	<p>Add the following after par (e):</p> <p><i>“Regarding sub-paragraph (c), no extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then exceptionally adverse climatic conditions shall be deemed to exist, and an extension of the Time for Completion shall be granted in accordance with the provisions of this Sub-Clause.</i></p> <p><i>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where adverse weather prevents or disrupts critical work.</i></p> <p><i>January: 10 days</i></p> <p><i>February: 8 days</i></p> <p><i>March: 7 days</i></p> <p><i>April: 5 days</i></p> <p><i>May: 2 days</i></p> <p><i>June: 1 days</i></p> <p><i>July: 0 days</i></p> <p><i>August: 1 days</i></p> <p><i>September: 2 days</i></p> <p><i>October: 6 days</i></p> <p><i>November: 8 days</i></p> <p><i>December: 11 days”</i></p>
8.11	Payment for Plant and Materials after Employer/Client’s Suspension:	<p>Replace sub-paragraph (b) with the following:</p> <p><i>“(b) the Contractor has provided an advance payment guarantee in accordance with Sub-Clause 14.2 in the Particular Conditions.”</i></p>
11 Defects after Taking Over		

11.1	Completion of Outstanding Work and Remedying Defects:	<p>Add the following before the first paragraph:</p> <p><i>“A Defects Notification Period shall commence on the date stated in the Taking-Over Certificate for the Works or a Section, or the date that taking-over is deemed to have occurred in accordance with Sub-Clause 10.1 in the Particular Conditions (as the case may be).</i></p>
11.3	Extension of Defects Notification Period:	<p>Delete the first paragraph and replace with:</p> <p><i>“The Employer/Client shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years.”</i></p>
<b>13 Variations and Adjustments</b>		
13.4	Provisional Sums:	<p>Add the following to the last paragraph:</p> <p><i>“It shall also include a fully detailed tender Adjudication Report, which shall include and be based on three (3) quotations. Quotations shall include full technical descriptions as well as a breakdown of prices. ”</i></p>
<b>14 Contract price and Payment</b>		
14.7	Payment:	<p>Delete sub-paragraphs (a) to (c) and replace with:</p> <p><i>“(a) the amount certified in each Interim Payment Certificate within 30 days after the Employer/Client receives the Statement and supporting documents; and</i></p> <p><i>(b) the amount certified in the Final Payment Certificate within 30 days after the Employer/Client receives this Payment Certificate.”</i></p> <p>Add the following paragraph:</p>

		<i>“Notwithstanding the above, the Employer’s Representative shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his/her obligations to submit the monthly returns in terms of Sub-Clause 6.9 and 6.10 and as described in the Employer/Client’s Requirements, and any delay in respect of such withholding shall extend all periods in respect of payment thereafter</i>
14.10	Statement at Completion:	Delete <i>“Within 84 days”</i> in the first paragraph and replace with <i>“Within 56 days”</i> .
14.11	Final Statement:	Delete <i>“Within 56 days”</i> in the first paragraph and replace with <i>“Within 28 days”</i> .
14.16	New Sub-Clause: Tax Invoices	<p><i>“Section 20(1) of the Value Added Tax Act, 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</i></p> <p><i>The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Payment Certificate and a Final Payment Certificate delivered to the Employer/Client by the Employer’s Representative in terms of Sub-Clause 14.6 [Issue of IPC], and Sub-Clause 14.13 [Issue of FPC], respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Employer’s Representative and no interest shall accrue.</i></p> <p><i>Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Employer’s Representative.”</i></p>
<b>15 Termination by Employer/Client</b>		
15.2	Termination for Contractor’s Default:	<p>Add the following to 15.2.1 (b):</p> <p><i>“which shall include the failure by the Contractor to reach Take Over by the end of the Delay Damages limitation as set out under Clause 8.7.”</i></p> <p>Delete and replace the second paragraph under Clause 15.2.2 with:</p>

		<i>“However, in the case of sub-paragraph (b), (f), (g) or of Sub-Clause 15.2.1[Notice], the Employer/Client may by giving a notice under Sub-Clause 15.2.1 immediately terminate and call upon the Performance Security, the date of termination shall be the date the Contractor receives this Notice.”</i>
<b>19 Insurance</b>		
19.1	General Requirements:	<p>Add the following at the end of the first paragraph:</p> <p><i>“Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa.”</i></p>
19.2	Insurance to be provided by the Contractor:	<p>Add the following at the end of the first paragraph:</p> <p><i>“In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.”</i></p> <p>Add the following at the end of the first paragraph 19.2.5:</p> <p><i>“This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.”</i></p>
<b>21 Disputes and Arbitration</b>		
21.5	Amicable Settlement:	<p>Add the following after the first paragraph:</p> <p><i>“Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Contract Data.</i></p> <p><i>Mediation shall be conducted without legal representation with the costs being borne equally by the parties.</i></p>



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

		<i>The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.</i>
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## **C1.6: Contract Data Part 2: Data Provided by the Contractor (Schedule 18)**

Item	Sub-Clause	Entry
The Contractor is:	1.1.11	Tender Returnable Schedule 1 Data to apply
The Contractor Representative is:	4.3	Tender Returnable Schedule 8 Data to apply
The Contractor's address for receipt of communications is:	1.3d	e-mail: Address:
Cost plus Profit	1.1.17	_____ % (max 10% and if not filled in, it is deemed to be 5%)
Percentage rate to be applied to Provisional Sums for overhead charges and profit:	13.4 (b)(ii)	





## **C1.7: Form of Performance Security (Schedule 19)**

### **PERFORMANCE SECURITY**

For use with the General Conditions of Contract for EPC/TURNKEY Projects, Second Edition, 2017 (Red Book) published by the International Federation of Consulting Engineers (FIDIC).

#### **GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

"Physical address: .....

"Employer" means: COEGA DEVELOPMENT CORPORATION (Pty) Ltd

"Contractor" means: .....

"Employer's Representative" means: .....

"Works" means: Contract No. **CDC/407/24-T THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ)**

"Site" means: The site as defined in Sub-Clause 1.1.67 of the General Conditions of Contract.

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Employer's Representative of the Performance Certificate.



## CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate as defined in the Contract.

## PERFORMANCE SECURITY

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance SECURITY and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Representative and/or the Employer/Client shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Security 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 this Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer/Client the sum certified upon receipt of the documents identified in 4.1 to 4.3 below:
  - 4.1 A copy of a first written demand issued by the Employer/Client to the Contractor stating that payment of a sum certified by the Employer's Representative in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer/Client intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer/Client 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 first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer/Client to receive payment in terms of the Contract of the sum certified in 4.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer/Client the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer/Client to the Guarantor at the Guarantor's physical address calling up this Performance Security, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Security is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Security is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer/Client shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Security shall bear interest at the prime overdraft rate of the Employer/Client's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer/Client until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. 9. The Employer/Client shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer/Client may deem fit and the Guarantor shall not have the right to claim his release from this Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT INFRASTRUCTURE  
PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE (TASEZ) -  
CDC/407/24-T**

12. This Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



## C1.8 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN COEGA DEVELOPMENT  
CORPORATION (PTY) LTD. (HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,  
(Contractor/Mandatar/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85  
OF 1993 AS AMENDED.**

I,  
..... ,  
representing

..... ,  
as an Employer/Client

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work  
will be performed, and all equipment, machinery or plant used in such a manner as to comply  
with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations  
promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and  
that all registration and assessment monies due to the Compensation Commissioner have been  
fully paid or that I/We are insured with an approved licensed compensation insurer.

COID	ACT	Registration	Number:
.....			

OR	Compensation	Insurer:	.....	Policy	No.:
.....					

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the  
requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring  
that the provisions of OHSA and Regulations as well as the Council's Special Conditions of



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at .....on the.....day  
of.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

Signed at ..... on the.....day  
of.....20 ....

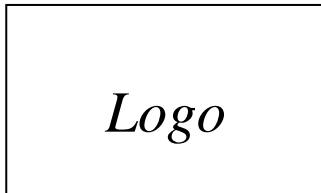
\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
COEGA DEVELOPMENT  
CORPORATION (PTY) Ltd.



## **C1.9: Insurance Broker's Warranty (Schedule 20)**

### Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

COEGA Development Corporation(Pty) Ltd.  
CDC Pretoria Office,  
145 Herbert Road,  
Eastwood, Arcadia,  
Pretoria  
0081

Dear Sir

CONTRACT NO.: **CDC/407/24-T**

CONTRACT TITLE: **THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE  
SPECIAL ECONOMIC ZONE (TASEZ)**

NAME OF CONTRACTOR:

\_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of COEGA Development Corporation(Pty) Ltd. With regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

Yours faithfully

Signed: \_\_\_\_\_





## **C1.10: Protection Of Personal Information: Consent For, (Schedule21)**

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

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

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

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

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

### **AGREEMENT**

1. The CDC and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
  - a) They process the information only for the express purpose for which it was obtained.
  - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
  - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
  - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
  - e) The Parties agree that if personal information is processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
  - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations:
  - a) The Bidder is required to notify the Information Officer of CDC in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the CDC's personal information.
  - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
  - c) The Bidder shall be required to provide the CDC with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
  - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of CDC.

**On behalf of the Bidder:**

..... Signature	..... Date
..... Position	..... Name of the Bidder

**On behalf of the Client:**

..... Signature	..... Date
..... Position	..... Name of Client Representative



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## Part C2: Pricing Data

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### **PART C2: PRICING DATA**

C2.1 Pricing Instructions

C2.2 Priced Bills of Quantities (Schedule 21)

## **C2.1 Pricing Instructions**

### **1. GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

Descriptions in the Bills of Quantities are abbreviated and may differ from those in the Specifications. No consideration will be given to any claim submitted on this basis. The Schedule has been drawn up in accordance with the Standardised Specifications listed under C3.1 as amended in the Project Specifications.

Should any requirement of the measurement and payment clause of the appropriate Standardised Specification(s) be contrary to the terms of the schedule or, when relevant, to the Civil Engineering Quantities (the standard system of measurement of Civil Engineering Quantities for South Africa, published by the South African Institution of Civil Engineers), the requirement of the appropriate Standardised, Project, or Particular Specification as the case may be, shall prevail.

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.



#### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 13.4 of the Conditions of Contract for Construction (FIDIC Red Book Second Edition 2017). The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

#### **5. PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the respective items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The tenderer shall however note that in terms of the Tender Data the tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the omission to price any item will be entertained.

Variations in the scope and extent of the work included in the Bills shall be allowed to meet the Employer's requirements and shall be measured and costed at rates entered in the Bills, where appropriate, and shall form an addition to or deduction from the total of the Bills.

The rules governing the extent and costing of the variation where applicable shall apply as stated in the FIDIC Red Book Contract Edition 2017.

The tenderer is advised that any expenses incurred as a result of any verbal instruction not confirmed in writing or subsequent drawing revision issued for Construction shall be at the tenderers risk. All claims in this respect shall be nil and void.

Tenderers shall make allowance for extra over supports and fixings of all cable trays, ladder racks and all wire ways and include all cost in the rates quoted. Tenderers may submit an additional set of rates for extra over height allowance in the form as an addendum to the Bill of Quantities. A estimate of the quantities for extra over supports shall be tendered and priced accordingly. The sum total of which will be included in the tenderers price.

All outlet boxes up to 100 x 100 mm are measured as one item regardless of the number of entries.

All conduit rates shall include the termination thereof into Switchboards or any type of wireways. Conduit boxes shall always include the fixing to the conduit.



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

Industrial switch and plug units shall include the fixing to conduit as specified. Outlet boxes shall be without covers and draw boxes shall include covers, screws, etc.

Light switches, switch plugs, dimmer units, etc, shall include screws, cover plates and other equipment specified. All fittings and accessories always include the connections thereto. All light fittings shall be complete with lamps and tubes, unless otherwise stated in the bill.

300 mm additional length per conductor has been measured for conductors drawn into conduit, per termination point. Tenderers must allow in their rate for any conductor lengths required for his own purposes, in addition to the 300 mm measured. All cables are measured gland to gland only and allowance must be made in the rates for any additional lengths.

The tenderer is advised that the amounts for the SMME Packages contained in these Bills of Quantities include Preliminaries and General for the SMME Subcontractors.

No claims for dayworks labour rates will be accepted on this contract.

## **6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the tenderer.

## **7. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage.

## **8. UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations, which may appear in the Bill of Quantities, are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov sum	=	Provisional sum
m	=	Metre
m <sup>2</sup>	=	Square Metre



**COEGA DEVELOPMENT CORPORATION (PTY) LTD.  
THE CONSTRUCTION OF THE INTERNAL ELECTRICAL AND ICT  
INFRASTRUCTURE PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL  
ECONOMIC ZONE (TASEZ) - CDC/407/24-T**

m <sup>3</sup>	=	Cubic Metre
t	=	Ton
kg	=	Kilogram
l	=	Litre
ea	=	Each
lot	=	Lot (complete)
Month	=	Month
ML	=	Mega litre





## **C2.2 PRICED BILLS OF QUANTITIES (SCHEDULE 22)**

Item No		Quantity	Amount
	<b><u>BILL NO. 1</u></b>		
	<b><u>PRELIMINARIES AND GENERAL</u></b>		
	<b><u>Contractor's Fixed-Charge Items (SANS 1200A 8.3):</u></b>		
1	Conditions of Contract	Item	
2	Special safety requirements by Client	Item	
3	Provide Performance Guarantee	Item	
4	Allow land surveyor to place pegs along cable route	Item	
	<b><u>Contractual Requirements</u></b>		
5	The sum shall cover the Contactor's time-related costs of insurance of the Works and Plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act	Item	
	<b><u>Operation &amp; Maintenance of Facilities</u></b>		
6	Establishment of facilities for Contractor on site	Item	
7	Company & head office overhead costs	9	
8	On-site Supervision	9	
	<b><u>Factory Inspections:</u></b>		
9	Allow for expenses for factory visits for three Council representatives for all 11kV Switchgear.	Item	
	<b><u>Drawings</u></b>		
10	Allow for making a full set of as built drawings. They must be handed to the Engineer at commissioning of the equipment. Also three full sets of maintenance manuals, including all technical literature, test certificate and wiring diagrams.	Item	
	<b><u>Contractors Preliminaries and General</u></b>		
11	Allow for Contractors Preliminaries & General to be determined at Procurement Stage	Item	
	<b>Carried to Summary</b>	R	
	Bill No. 1		
	Preliminaries and General		

Item No	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 2</u></b>				
<b><u>OCCUPATIONAL HEALTH AND SAFETY</u></b>				
<b><u>Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), read with Construction Regulations 2014, other relevant Regulations, the Disaster Management Act,( 57 OF 2002) read with COVID-19 Regulations. It is imperative for the Contractor to familiarize him/herself on the Client's project specific requirements defined in the Project Specific Health and Safety Specifications.</u></b>				
1	Personal Protective Equipment	Item		
2	Overalls	Item		
3	Hard hats and safety glasses	Item		
4	Safety boots / shoes	Item		
5	Visors / gloves	Item		
6	Respiratory Equipment	Item		
7	Noise Protection (Ear Plug / Muffs, etc.)	Item		
8	Reflective Vests	Item		
9	Other	Item		
<b><u>Fire Fighting</u></b>				
10	Fire extinguishers	Item		
11	Training	Item		
12	Surveys	Item		
13	Other	Item		
<b>Carried Forward</b>				R
Bill No. 2 Occupational Health and Safety				

	<b>Brought Forward</b>		R	
	<b><u>Health and Safety Personnel</u></b>			
14	Safety Officer / Manager	Item		
15	Full time Safety Representatives if required	Item		
16	Fire Watchers	Item		
17	First aiders	Item		
18	External auditors' costs	Item		
	<b><u>Facilities</u></b>			
19	Provision of ablution facilities	Item		
20	Service and maintenance of ablution facilities	Item		
21	Provision of eating areas	Item		
22	Cleaning of lay down and other storage areas	Item		
23	Site Security	Item		
	<b><u>Fall Prevention and Protection</u></b>			
24	Safety harnesses with double lanyards	Item		
25	Lanyard extenders	Item		
26	Scaffold hooks	Item		
27	Lifelines and vertical fall arrest systems	Item		
28	Scaffolding – material, erection and inspection	Item		
29	Temporary hand railing material and kick boards	Item		
	<b><u>Lifting Machinery and Equipment</u></b>			
30	Annual inspections and load testing as per legal	Item		
31	Certification of all lifting gear during the course of the project	Item		
	<b>Carried Forward</b>		R	
	Bill No. 2 Occupational Health and Safety			

## Brought Forward

R

32 | Third party inspections

Item

## Insurances

33 | COLD cover for the project

Item

34 | Liability insurances

Item

35	Conduct health fitness by a medical officer at least on a yearly basis to ensure their operator/workers are in good health before and during their engagement in the period of contract
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Item

## First Aid

36	First aid boxes
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Item

37	Rescue equipment and stretchers
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Item

38	Replenishment of boxes and other supplies
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Item

39	Other
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Item

## Training

40 | Health and Safety representatives

Item

41	H&S Supervisory training
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Item

42	First aid training
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Item

43	Firefighting training
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Item

44 | Legal liability training

Item

45	Risk assessment training
----	--------------------------

Item

46 | ORHVS / High Voltage Training

Item

47	Crane Operator
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Item

48	Rigger
----	--------

Item

**Carried Forward**

R

Bill No. 2  
Occupational Health and Safety

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**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

Item No		Unit	Quantity	Rate	Amount
	<b><u>BILL NO. 3</u></b>				
	<b><u>ENVIRONMENTAL REQUIREMENTS</u></b>				
	<b><u>Traffic</u></b>				
1	Signage and road markings		Item		
	<b><u>General Storage</u></b>				
2	Clearing of area for stockpiling of topsoil and general storage for construction material and equipment	m2	200		
3	Bunding material for topsoil stockpile areas assuming heavy duty PVC ground sheet	m2	200		
4	Sandbags for topsoil stockpile areas (assuming 20kg heavy duty PE sand bags)	No	10		
	<b><u>Waste Management</u></b>				
5	Waste Bins, skips & lids and covers (assuming 1 x 6m3 skip, monthly rental)	Months	9		
6	General waste collection and disposal at a registered landfill site as per EMP requirements (monthly skip collection for 1 x skips)	Months	9		
7	Separate liquid waste containers for liquid waste other than liquid sanitation waste (oil, lubricants, paints, etc.) (Assuming 210L HDPE drums)	No	1		
8	Storage containers for hazardous waste, including bunding and lids (assuming 210L HDPE drums with lockable lids in plastic drip trays)	No	1		
9	Hazardous waste transportation and disposal at a registered facility (assuming collection on a monthly basis)	Months	9		
10	Costs associated with the supply and servicing of chemical toilets (assuming 3 toilets, monthly rental and weekly servicing)	No	1		
11	Oil spill kits	No	2		
	<b>Carried Forward</b>			R	
	Bill No. 3 Environmental Requirements				

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

	<b>Brought Forward</b>			R
12	Oil separator	No	1	
13	Drip trays (assuming 100x100x 12cm PE trays)	No	5	
14	Container for soaking empty cement bags prior to disposal (Assuming 1m3 reinforced plastic flow bin)	No	2	
15	Any other: Contractor to specify :			
			Item	
	<b><u>Vehicle Maintenance</u></b>			
16	Temporary fuel tanks and storage containers (assuming 2300L LLDPE horizontal tanks with stand)	No	1	
	<b><u>Construction Camp</u></b>			
17	Signage lump sum (assuming all safety, information, etc signage on vinyl)		Item	
	<b><u>Air Quality</u></b>			
18	Costs associated with dust suppression and remediation (water spraying) per hectare per month for the construction period assuming only a 1ha area.	Months	9	
19	Hydroseeding for re-vegetation of stockpiles	m2	200	
	<b><u>Stormwater Management</u></b>			
20	Lining of temporary channels with rock excavated during construction per tonne assuming single 8 tonne load required)	No	1	
21	Installation of silt traps/screens at discharge points (assuming the installation of a concrete silt trap at the base of the outlet and assuming 2 stormwater outlets)	No	2	
22	Revegetation of the ground around the outlets with grass (Assuming 2 stormwater outlets)	No	2	
	<b>Carried Forward</b>			R
	Bill No. 3 Environmental Requirements			



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Item No		Unit	Quantity	Rate	Amount
	<b><u>BILL NO. 4</u></b>				
	<b><u>SOCIO-ECONOMIC REQUIREMENTS</u></b>				
	<b><u>PROJECT DURATION</u></b>				
	<b><u>MONTHS: 9</u></b>				
	<b><u>MINIMUM LOCAL LABOUR EMPLOYMENT OBLIGATION (REF. SECTION 7 OF THE PROJECT EMPLOYMENT RELATIONS POLICY)</u></b>				
	<b><u>NUMBER: 105</u></b>				
	<b><u>Site Employment Relations Practitioner</u></b>				
1	Employment Relations Practitioner remuneration - (per month - 9 months) (Provisional Sum)		Item		673 200,00
2	All associated other costs, including tools of the trade, safety equipment etc.	Months	9		
3	Same monthly provision for all subcontractors employing in excess of 50 persons	Months	9		
	<b><u>Principal Contractor's contribution to cover contractor's contribution to cover Contractor's Employment Co-ordinators Monthly Fee</u></b>				
4	Remuneration contribution to shared resource (per month - 9 months) (Provisional Sum)		Item		117 000,00
	<b><u>Central Wage Bureau</u></b>				
5	Cost per payslip processed (Ref. 14.9 of Project Employment Relations Policy explaining Central Wage Bureau Service) (Provisional Sum)		Item		130 032,00
	<b><u>Graduate Internships in Built Environment</u></b>				
	<u>The Contractor is to note that a total of 4 No. Interns are to be mentored for the duration of the project.</u>				
6	Stipend (4 Interns for 9 months) (Provisional Sum)		Item		32 000,00
	<b>Carried Forward</b>			R	
	Bill No. 4 Socio-Economic Requirements				

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

<b>Brought Forward</b>			R
7	Costs of employment (including Statutory Contributions, Leave Provisions, etc.) (Provisional Sum)	Item	19 440,00
8	Provision to cover access to Tools of Trade (Provisional Sum)	Item	40 000,00
<b><u>Training</u></b>			
The training target is 36 No. candidates as outlined in the items below, which also stipulates the duration for each training. It is a condition of tender that the Contractor must be able to train the candidates (minimum 36 No.) within the first calendar month after the site handover in order to generate a skills pool for the project.			
9	Bricklaying (30 Days of 6 Candidates) (Provisional Sum)	Item	153 000,00
10	Electrical Maintenance (30 Days of 12 Candidates) (Provisional Sum)	Item	306 000,00
11	Project Management Skills (30 Days of 6 Candidates) (Provisional Sum)	Item	153 000,00
12	Solar Installation (30 Days of 12 Candidates) (Provisional Sum)	Item	306 000,00
13	Unemployment Learner Stipend: Contribution to cost of transport and meals (30 Days for 36 Candidates) (Provisional Sum)	Item	97 200,00
<b><u>Other Training and Development Interventions</u></b>			
<b><u>Health &amp; Safety Awareness training</u></b>			
14	General Health & Safety Awareness Training (Provisional Sum)	Item	40 000,00
<b><u>Community Participation / Engagement</u></b>			
15	Community participation gratuities to cover logistics costs - meeting venue, refreshments. etc. (Provisional Sum)	Item	54 000,00
<b>Carried to Summary</b>			
Bill No. 4			
Socio-Economic Requirements			

**TASEZ Phase 2 - Bulk Services Infrastructure  
Internal Infrastructure Services  
Provisional Bill of Quantities  
FIDIC Red Book Contract**

Item No		Unit	Quantity	Rate	Amount
	<b><u>BILL NO. 5</u></b>				
	<b><u>MV RETICULATION</u></b>				
	<b><u>11kV NEW 3 WAY RMU (Metering type RMU)</u></b>				
1	Supply Standard 11,000 Volt Outdoor 3 Way RMU	No	1		
2	Install Standard 11,000 Volt Outdoor 3 Way RMU	No	1		
3	Supply RMU 4 Way Plinth	No	1		
4	Prepare Plinth Bed	No	1		
5	Install RMU Plinth	No	1		
6	Transport RMU 4 Way Plinth & Unit	No	1		
7	Earthing of Equipment	No	1		
	<b><u>Commissioning 11kV 3 Way RMU</u></b>				
8	Test & commission of call cables in accordance with CoT procedure	No	1		
9	Hand over of installation to supply authority	No	1		
10	Allowance for RMU factory test to be completed on site	No	1		
11	RMU test	No	1		
12	Pressure testing	No	1		
13	Isolation test of switching	No	1		
14	Contact resistance	No	1		
	<b><u>11kV BMK</u></b>				
15	Supply Standard 11,000 Volt Outdoor 11kV BMK	No			Rate Only
16	Install Standard 11,000 Volt Outdoor 11kV BMK	No			Rate Only
	<b>Carried Forward</b>			R	
	Bill No. 5 MV Reticulation				

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

	<b>Brought Forward</b>			<b>R</b>	
17	Supply 11kV BMK Plinth	No			<b>Rate Only</b>
18	Prepare Plinth Bed	No			<b>Rate Only</b>
19	Install BMK Plinth	No			<b>Rate Only</b>
20	Transport 11kV BMK Plinth & Unit	No			<b>Rate Only</b>
21	Earthing of Equipment	No			<b>Rate Only</b>
	<b><u>Commissioning 11kV BMK</u></b>				
22	Test & commission of call cables in accordance with supply authority procedure	No			<b>Rate Only</b>
23	Hand over of installation to supply authority	No			<b>Rate Only</b>
24	Allowance for BMK factory test to be completed on site	No			<b>Rate Only</b>
25	BMK test	No			<b>Rate Only</b>
26	Pressure testing	No			<b>Rate Only</b>
27	Isolation test of switching	No			<b>Rate Only</b>
28	Contact resistance	No			<b>Rate Only</b>
	<b><u>500 kVA Minature Substation</u></b>				
29	Supply	No	1		
30	Install	No	1		
31	Transport	No	1		
32	Testing	No	1		
	<b><u>S1 Substation Erf 1</u></b>				
33	Supply 11kV C/B - Consumer Substation	No	8		
34	Install 11kV C/B - Consumer Substation	No	8		
35	Transport	No	8		
	<b>Carried Forward</b>			<b>R</b>	
	Bill No. 5 MV Reticulation				

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

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Item No		Unit	Quantity	Rate	Amount
	<b>BILL NO. 6</b>				
	<b><u>ICT COMMUNICATIONS INFRASTRUCTURE</u></b>				
	<b><u>Fibre Optic Cabling</u></b>				
1	7-way fibre duct 14/10	m	8 000		
2	144F-Single Mode incl blowing of fibres	m	8 000		
3	End to End splicing	No	1 000		
4	Supply and install Optical Distribution Closure (ODC-FD2)	No	50		
5	Supply and install Splice closure box for RHI-NODE 400	No	30		
	<b><u>Road Crossings, gardens and walkways</u></b>				
6	Supply & Install Sleeves	m	200		
7	Supply & Install Orange Pipe	m	500		
	<b><u>Driveway Crossing</u></b>				
8	11 driveway crossing	No	6		
9	Supply & Install sleeves	m	180		
	<b><u>Testing and Commissioning</u></b>				
10	Test & commission of cables in accordance with CDC procedures		Item		
11	Certification of installation by supplier		Item		
12	Handover of installation to Client		Item		
	<b>Carried to Summary</b>			R	
	Bill No. 6 ICT Communications Infrastructure				

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**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

Item No		Unit	Quantity	Rate	Amount
	<b><u>BILL NO. 8</u></b>				
	<b><u>PROVISIONAL AND PRIME COST SUMS</u></b>				
	<b><u>PRIME COST SUMS</u></b>				
	<b><u>WAYLEAVE APPLICATIONS</u></b>				
1	Provide the amount of R75 000,00 for Wayleave Applications		Item		75 000,00
2	Add Profit		Item		
3	Add Attendance		Item		
	<b><u>HORIZONTAL DRILLING</u></b>				
4	Provide the amount of R1 200 000,00 for Horizontal Drilling (HDD)		Item		1 200 000,00
5	Add Profit		Item		
6	Add Attendance		Item		
	<b><u>SCADA CONTROL SYSTEMS</u></b>				
7	Provide the amount of R3 000 000,00 for SCADA Control System at TASEZ Ph 2 Development MV reticulation		Item		3 000 000,00
8	Add Profit		Item		
9	Add Attendance		Item		
	<b><u>SPECIALIST EARTHING</u></b>				
10	Provide the amount of R5 000 000,00 for Specialist Earthing of Switchgear and Substation Buildings		Item		5 000 000,00
11	Add Profit		Item		
12	Add Attendance		Item		
	<b>Carried Forward</b>			R	
	Bill No. 8 Provisional and Prime Cost Sums				

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

<b>Brought Forward</b>			R
<b><u>ADDITIONAL ROUTING</u></b>			
13	Provide the amount of R1 500 000,00 for Additional routing from manhole to guard house and/or any additional routing and fibre required for last mile installation. Additional work needed to convert existing manhole chambers. Any additional splicing required.	Item	1 500 000,00
14	Add Profit	Item	
15	Add Attendance	Item	
<b><u>PROVISIONAL SUMS</u></b>			
<b><u>CITY OF TSHWANE CLERK OF WORKS</u></b>			
16	Provide the amount of R300 000,00 for City of Tshwane Clerk of Works	Item	300 000,00
17	Add Profit	Item	
18	Add Attendance	Item	
<b><u>RELOCATION OF EXISTING SERVICES</u></b>			
19	Provide the amount of R150 000,00 for Relocation of Existing Services	Item	150 000,00
20	Add Profit	Item	
21	Add Attendance	Item	
<b><u>DATA BREAKOUT ROOM INFRASTRUCTURE</u></b>			
22	Provide the amount of R500 000,00 for Data Breakout Room Infrastructure (ICT/Comms Reticulation Services)	Item	500 000,00
23	Add Profit	Item	
24	Add Attendance	Item	
<b><u>SMME MENTORS</u></b>			
25	Provide the amount of R450 000,00 for SMME Mentors	Item	450 000,00
<b>Carried Forward</b>			
Bill No. 8 Provisional and Prime Cost Sums			

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

Brought Forward			R
26	Add Profit	Item	
27	Add Attendance	Item	
<b><u>SMME TRAINING</u></b>			
28	Provide the amount of R250 000,00 to be utilised for the training of SMME Subcontractors. The contractor is to refer to the document entitled "Specification for the Employment of SMME Subcontractors" annexed to these Bills of Quantities	Item	250 000,00
29	Add Profit	Item	
30	Add Attendance	Item	
<b>Carried to Summary</b>			
Bill No. 8			
Provisional and Prime Cost Sums			

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

Item No		Unit	Quantity	Rate	Amount
	<b><u>BILL NO. 9</u></b>				
	<b><u>SMME PACKAGES</u></b>				
	<b><u>PROVISIONAL SUMS</u></b>				
1	Provide the amount of R13 901 000,00 for the Supply and Installation of 300mm2 MV Cable		Item		13 901 000,00
	<b><u>MV CABLE</u></b>				
2	Add Profit		Item		
3	Add Attendance		Item		
	<b><u>CROSS CUTS, CABLE MARKERS AND SITE SURVEYING</u></b>				
4	Provide the amount of R289 000,00 for Cross Cuts and Cable Markers/Tape and Site Surveys		Item		289 000,00
5	Add Profit		Item		
6	Add Attendance		Item		
	<b><u>SLEEVES AND MANHOLES</u></b>				
7	Provide the amount of R4 857 000,00 for Sleeves and Manholes		Item		4 857 000,00
8	Add Profit		Item		
9	Add Attendance		Item		
	<b><u>MV CABLE (STREETLIGHTS)</u></b>				
10	Provide the amount of R1 849 000,00 for Supply and Installation of 300mm2 MV Cable (Streetlights)		Item		1 849 000,00
11	Add Profit		Item		
12	Add Attendance		Item		
	<b>Carried Forward</b>			R	
	Bill No. 9 SMME Packages				

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

<b>Brought Forward</b>			R
<b><u>STREETLIGHTING</u></b>			
13	Provide the amount of R2 795 000,00 for Streetlighting	Item	2 795 000,00
14	Add Profit	Item	
15	Add Attendance	Item	
<b><u>RE-INSTATING GARDENS AND DRIVEWAYS</u></b>			
16	Provide the amount of R2 150 000,00 for Re-Instating Gardens and Driveways	Item	2 150 000,00
17	Add Profit	Item	
18	Add Attendance	Item	
<b><u>CONSTRUCTION OF SUBSTATIONS</u></b>			
19	Provide the amount of R5 000 000,00 for Construction of Substations Including Civil Works	Item	5 000 000,00
20	Add Profit	Item	
21	Add Attendance	Item	
<b><u>TRAFFIC SIGNALS AND LV CONNECTIONS</u></b>			
22	Provide the amount of R1 500 000,00 for Traffic Signals and LV Connections	Item	1 500 000,00
23	Add Profit	Item	
24	Add Attendance	Item	
<b><u>SITE SECURITY</u></b>			
25	Provide the amount of R500 000,00 for Site Security	Item	500 000,00
26	Add Profit	Item	
27	Add Attendance	Item	
<b>Carried Forward</b>			R
Bill No. 9 SMME Packages			

**TASEZ Phase 2 - Bulk Services Infrastructure**  
**Internal Infrastructure Services**  
**Provisional Bill of Quantities**  
**FIDIC Red Book Contract**

[illegible]

**TASEZ Phase 2 - Bulk Services Infrastructure**  
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[illegible]