



the dr&pw

Department:
Roads And Public Works
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

**GAP INFRASTRUCTURE CORPORATION AS IMPLEMENTING AGENT FOR THE NORTHERN
CAPE DEPARTMENT OF ROADS AND PUBLIC WORKS**

TENDER NO: 251002CE

**BID INVITATION FOR THE SUPPLY AND ERECTION OF MOBILE CLASSROOMS, OFFICE AND
ABLUTION UNITS FOR THE TEMPORARY FACILITIES OF THE NEW ENGLISH MEDIUM
SECONDARY SCHOOL, SITUATED ON A PORTION OF PORTION 84 OF THE FARM
BULTFONTEIN 80, KIMBERLEY RD, NORTHERN CAPE PROVINCE.**

SOL PLAATJE LOCAL MUNICIPALITY

NORTHERN CAPE PROVINCE

**Proposals should be submitted electronically on or before 10 November 2025 by no later
than 11h00 to the following e-mail address:**

tenders@gic.co.za

**Gap Infrastructure Corporation (Pty) Ltd
Agri Business Park
Cape Town Road
Kimberley
8301
Tel: 012 881 0210
Contact Person: Ian Connellan (012 881 0210)
Email: ianC@gic.co.za**

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NCP1 Invitation to Bid

**PART A
INVITATION TO BID (NCP1)**

YOU ARE HEREBY INVITED TO BID					
BID NUMBER:	2501002CE	CLOSING DATE: 10 NOVEMBER 2025		CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY AND ERECTION OF MOBILE CLASSROOMS, OFFICE AND ABLUTION UNITS FOR THE TEMPORARY FACILITIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GIC Kimberley Office,					
Agri Business Park					
Cape Town Road					
8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Philip Loots		CONTACT PERSON	Ian Connelan	
TELEPHONE NUMBER	012 881 0210		TELEPHONE NUMBER	012 881 0210	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	philip@gic.co.za		E-MAIL ADDRESS	ianC@gic.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
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.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (NCP7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4	BIDDERS 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 THE BIDDER:

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

DATE:

BID NOTICE 251002CE

BID INVITATION FOR THE SUPPLY AND ERECTION OF MOBILE CLASSROOMS.

A. TENDER INVITATION

GAP Infrastructure Corporation (GIC) (Pty) Ltd. as the appointed Implementing Agent on behalf of the Northern Cape Department of Roads and Public Works hereby invites suitably qualified and experienced service providers to submit bids for the Supply and Erection of Mobile Classrooms in Kimberley within the Northern Cape Province.

This invitation forms part of the Department's continued efforts to improve access to quality education infrastructure, particularly in areas where there is a shortage of permanent classroom facilities.

Interested and capable service providers are invited to submit proposals that demonstrate their ability to deliver on the following scope of work:

Manufacture, supply, delivery, and erection of prefabricated mobile classrooms

Compliance with all applicable national building and safety standards

Transportation and on-site assembly

All bids must be prepared in accordance with the bid documentation and must be submitted by the closing date and time as specified in the tender advertisement.

Access to the tender box will be from 09:00-17:00 during workdays (Mondays-Fridays). Tenders with the relevant bid number, bid description and closing date, must be deposited in the bid box not later than **11h00 on the 10 November 2025**.

The tender document will be available to be downloaded from **20 October 2025** via the following methods:

1. E-tenders Portal – <https://www.etenders.gov.za>
2. Departments website – <http://ncrpw.ncpg.gov.za>

1. INTRODUCTION

Gap Infrastructure Corporation (GIC) has been appointed by the Northern Cape Department of Roads and Public Works as the Implementing Agent to manage and facilitate the construction of the new English Medium Secondary School in Kimberley and decanting area {5 x Mobile Classrooms, Mobile Ablution Facilities (Male and Female Learners); Mobile Administrative Block}, inclusive of bulk services, fencing and site clearance. It is proposed that the schools be developed on a portion of Portion 84 of the Farm Bultfontein 80, Kimberley RD, situated within the jurisdiction of the Sol Plaatje Local Municipality, Kimberley.

Gap Infrastructure Corporation (GIC) is issuing a RFQ for the supply and erection of classroom units including mobile office units, boardrooms, and ablution facilities. We are seeking to engage a competent and experienced supplier capable of delivering high-quality, fully functional units in support of our infrastructure projects.

At GIC, we prioritize partnering with service providers who demonstrate a clear understanding of educational and construction site requirements, particularly with regard to structural durability, safety, functionality, and compliance with applicable building regulations and standards. Our objective is to appoint a qualified supplier who can reliably provide, deliver, and install well-equipped mobile units tailored for a school environment.

2. BID DATA

2.1. Property Details and Locality of the Project

In terms of a Council Resolution dated 10 July 2024, the identified site to be alienated and transferred to the Northern Cape Department of Education is registered at the offices of the Registrar of Deeds as a portion of Portion 84 of the Farm Bultfontein 80, Kimberley RD. The property details are summarised in **TABLE 1** below.

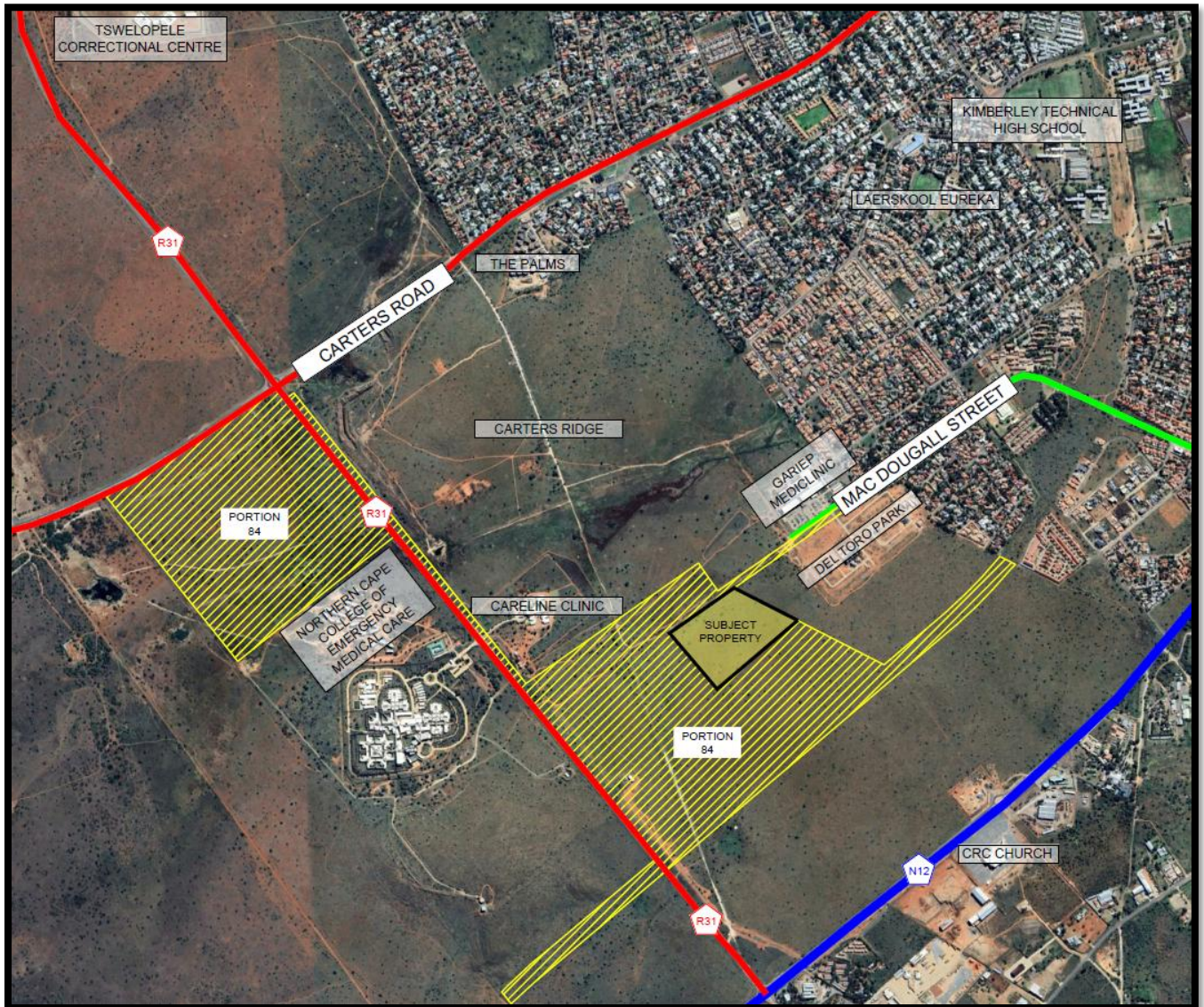
TABLE 1: Property Details.

PROPERTY DESCRIPTION	OWNERSHIP	AREA (Ha)	DEED OF TRANSFER
Portion 84 of the Farm Bultfontein 80, Kimberley RD	Sol Plaatje Local Municipality	145.5452 Ha	T794/1975

As mentioned above the portion of land to be alienated measures some 8 Ha in extent, and is only a portion of Portion 84 of the Farm Bultfontein 80, Kimberley RD. The said portion will hereafter be referred to as the subject property.

The subject property is located adjacent and directly to the south of a proposed extension of MacDougall Street in El Toro Park, Kimberley. The Mediclinic Gariep Hospital is located some 300m to the north-east of the subject property, whilst the Carters Ridge area is located adjacent and directly to the north of the subject property. Refer to **INSERT 1** below, depicting the locality of the subject property.

INSERT 1: Locality Subject Property.



2.2. Standard Conditions of Bid

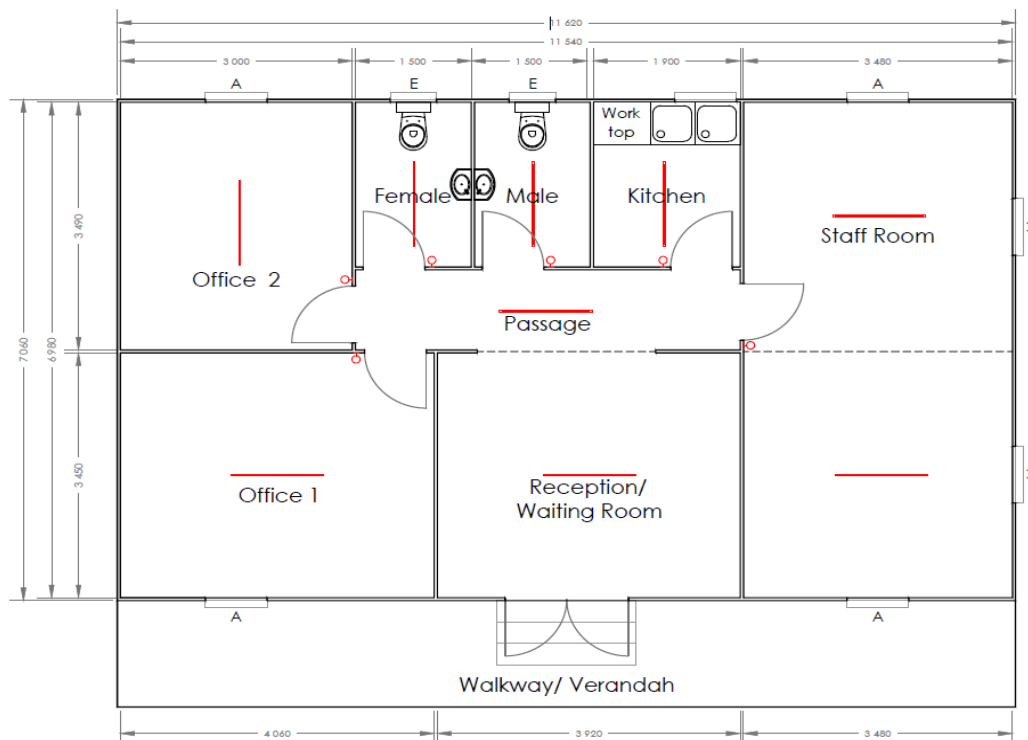
BID DATA	
1.	The Employer is : Gap Infrastructure Corporation (Pty) Ltd 35 Tegel Ave Highveld Centurion 0157
2.	Contact Person is : Ian Connellan (HOD Structures) Tel : 012 881 0210 Email: lanC@gic.co.za
3.	Bids will only be accepted if the bidder has supplied the following information: • Bids will only be accepted if the bidder has supplied / complete the following information: • Authority to Sign A Bid • CSD Report • Company Registration Documents (CIPC) • Notarised Joint Venture Agreement or Consortium Agreement (where applicable) • Confirmation of Receipt of Addenda to Bid Documents • Signed Form of Offer Agreement
4.	A compulsory briefing meeting will <u>not be required</u> for this project. Bidders are welcome to visit the sites and projects to familiarize themselves with the conditions on site.
5.	Alternative offers are not applicable.
6.	Parts of each bid offer communicated on paper shall be submitted as an electronic copy.
7.	The Employer's details, address and identification details that are to be shown on each bid offer package are:

	<u>Tender Submissions:</u> Electronic submission: E-mail tenders@gic.co.za <i>Note the file size limit of 25Mb, if the file submitted is larger, please make use of a online sharing platform like Dropbox, WeTransfer or similar.</i> OR Hard Copy to the following address: Gap Infrastructure Corporation (Pty) Ltd Agri Business Park Cape Town Road Kimberley 8301 Identification details: Bid reference number: 251002CE Title of Bid: The Supply and Erection of Mobile Classrooms, Office and Ablution Units for the Temporary Facilities Closing date: 10 November 2025 Closing time of the bid: 11H00
9.	Telephonic, telegraphic, telex, facsimile and late bid offers WILL NOT be accepted.
10.	<u>Tenders will be Evaluated in 2 Stages:</u> Stage One: Compliance and responsiveness Stage Two: Price and Specific Goals. Tenders will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations thereto and points for Specific Goals.
11.	The bidder shall be appointed on a JBCC Small and Simple Works Contract.
12.	The bid-offer validity period is 90 days from the closing date.
13.	The Employer reserves the right to award the contract in whole or in part to the successful bidder or not to award the bid at all.
14.	The Bidders will not carry out any work prior to a direct instruction to proceed with work by the Implementing Agent.
15.	Contactable References must be provided / Previous experience as per the returnable schedule provided.

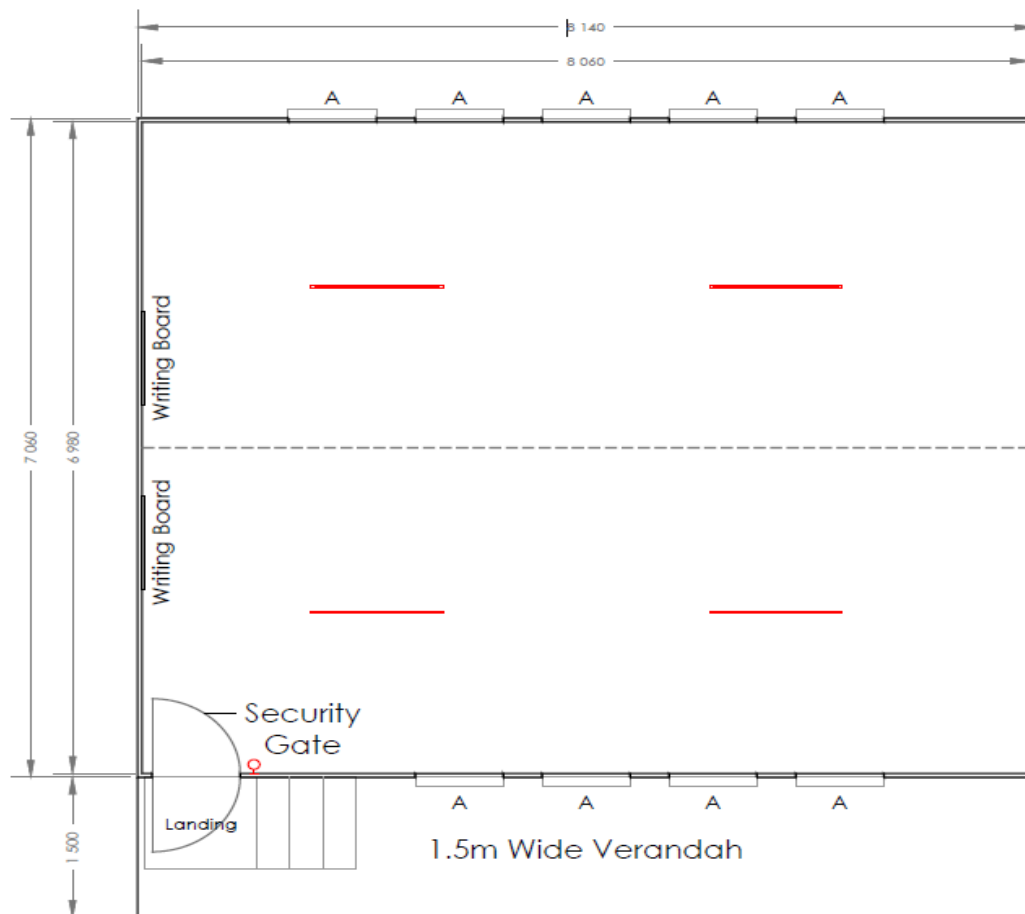
2.3. Scope of Service

Supply, Deliver and Erect Prefabricated Units:

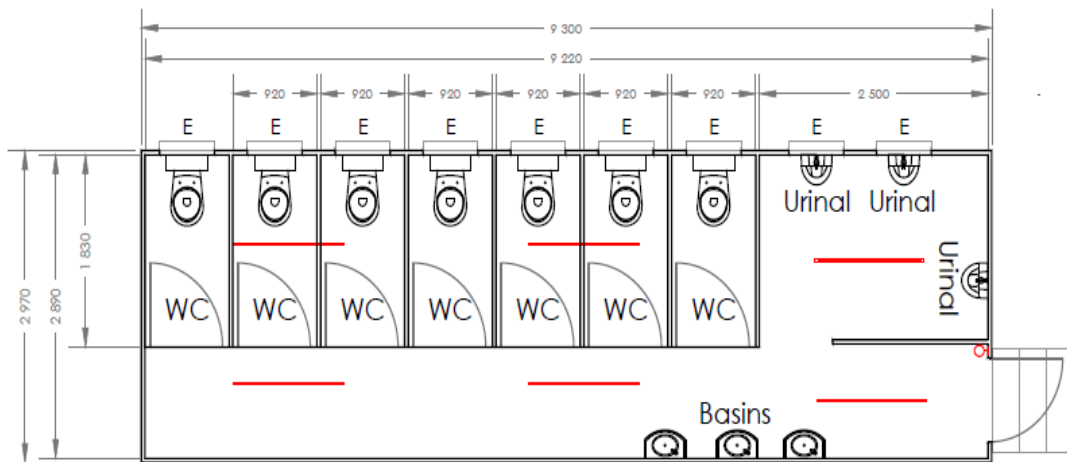
- Administration Block (1 Number):
 - Complete unit, insulated, well-ventilated and weatherproof.
 - Constructed for repositioning at a later stage.
 - Units to be powder coated white inside and outside.
 - External doors to be of similar material as walls, with and striker plates and cabin hooks.
 - Sited North facing and on level secure footing on well drained platform, compacted to 93% MOD AASHTO.
 - Gravel surrounding entire building of 1 500 wider x 50mm deep surrounding.
 - Complete BOQ to be priced in conjunction with the drawings and specifications.
- (Indicative layout)



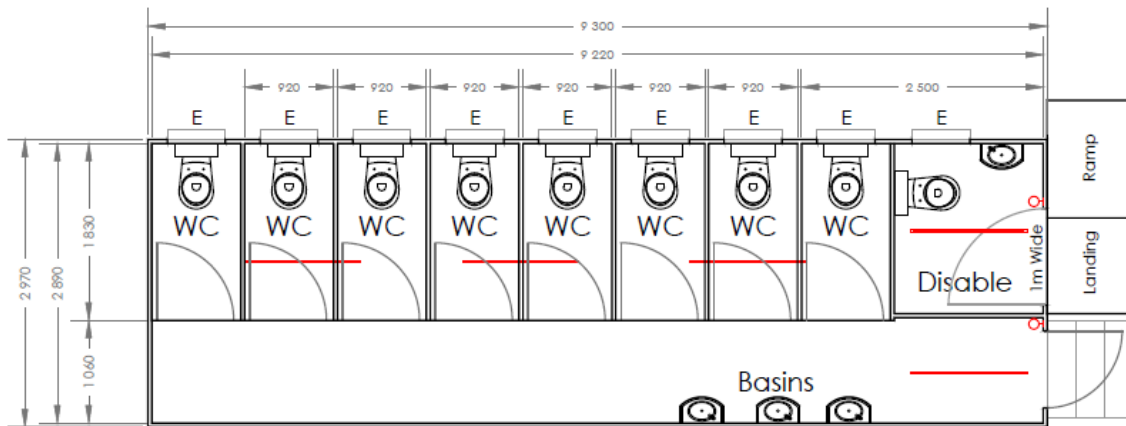
- Classrooms (5 Number):
 - Complete units, insulated, well-ventilated and weatherproof.
 - Constructed for repositioning at a later stage.
 - Units to be powder coated white inside and outside.
 - External doors to be of similar material as walls, with and striker plates and cabin hooks.
 - Sited North facing and on level secure footing on well drained platform, compacted to 93% MOD AASHTO.
 - G4/G5 Gravel surrounding entire building of 1 500 wider x 50mm deep surrounding.
 - Complete BOQ to be priced in conjunction with the drawings and specifications (Indicative layout)



- Male Ablution (1 Number):
 - Complete unit, insulated, well-ventilated and weatherproof.
 - Constructed for repositioning at a later stage.
 - Units to be powder coated white inside and outside.
 - External doors to be of similar material as walls, with and striker plates and cabin hooks.
 - Sited North facing and on level secure footing on well drained platform, compacted to 93% MOD AASHTO.
 - Gravel surrounding entire building of 1 500 wider x 50mm deep surrounding.
 - Complete BOQ to be priced in conjunction with the drawings and specifications.
- (Indicative layout)



- Female Ablution & Disabled Ablution:
 - Complete unit, insulated, well-ventilated and weatherproof.
 - Constructed for repositioning at a later stage.
 - Units to be powder coated white inside and outside.
 - External doors to be of similar material as walls, with and striker plates and cabin hooks.
 - Sited North facing and on level secure footing on well drained platform, compacted to 93% MOD AASHTO.
 - Gravel surrounding entire building of 1 500 wider x 50mm deep surrounding.
 - Complete BOQ to be priced in conjunction with the drawings and specifications.
- (Indicative layout)



Temporary Potable Water and Sewer:

- Earthworks
 - Excavation, levelling for the positioning Potable Water tanks and Sewerage Tanks.
 - Excavation, levelling and backfilling for the potable water reticulation.
 - Excavation, levelling and backfilling for the sewerage line reticulation.
- Potable Water Plumbing
 - Supply, deliver and erect the potable water tanks, reticulation and necessary fittings.
 - Ensure support for tanks is accessible for filling via trucks and have sealed lids.
 - Pressure test the system to 3 bar pressure to ensure no leaks.
 - Supply red line drawing of water route for records.
- Sewerage and Waste Plumbing
 - Supply, deliver and erect the conservancy tanks, reticulation and necessary fittings.
 - Ensure sufficient rodding eyes and inspection eyes are installed.
 - Supply red line drawing of water route for records.
 - Ensure pumping out of tanks is accessible and seals well and secure when not in use.

Solar Power and Batteries:

- Supply, deliver and install the solar panels and batteries and network to supply sufficient power to the Administration Block, 5 Classrooms, Female and Male ablutions.
- Ensure solar power is installed to meet the requirements of all the buildings.
- Issue Certificate of compliance and guarantee on completion

3. EVALUATION PROCEDURE

Bid evaluation will be conducted as per the stages below:

3.1. Stage 1: Administrative Compliance

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents could lead to disqualification.

TABLE 2 lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted and not older than three (3) months from the closing date.

TABLE 2: List of Returnable Compulsory Documents.

Description of Compulsory Returnable Documents	
A1	(NCP 1) Invitation to Bid and Terms and Conditions for Bidding
A2	Authority to Sign a Bid
A3	Certificate Of Single Tender Submission
A4	Certificate Of Fronting Practices
A5	Certificate Of Permission To Conduct Due Diligence Investigation
A6	NCP4- Bidders Disclosure
A7	NCP6.1- Specific Goals and Preferential Points
A8	CSD report
A9	Company Registration Documents (CIPC)
A10	Notarised Joint Venture Agreement or Consortium Agreement (where applicable)
A11	COIDA or Letter of good standing with the Department of Labour
A12	Confirmation of Receipt of Addenda to Bid Documents
A13	Bill of Quantities
A14	Contactable References and Past Experience
A15	Form of Offer and Acceptance Agreement
A16	Programme

3.2. Stage 2: Evaluation on the Preference Points system.

Stage 2 entails the process of evaluation on price and Specific Goals on the 80/20 (If less than R50 million) or 90/10 (If above R50 million) Preference Points system as stipulated by the Preferential Procurement Policy Framework Act (PPPFA) of 2022.

The 80/20 or 90/10 Preference Point Systems

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

80 / 20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

or

90 / 10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s	=	Points scored for comparative
P_t	=	Comparative price of bid under consideration
P_{min}	=	Comparative price of lowest acceptable

Scoring Specific Goals

Specific Goals tender evaluation points are awarded to responsive tenderers in accordance with the tenderer's eligible scoring in line with the Specific Goals criteria.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	N/A	Price 80	N/A	Claim your Points
		Specific Goals 20		
An EME or QSE which is at least 51% owned by Black people		10		
An EME or QSE which is at least 51% owned by people who are women		5		
An EME or QSE which is at least 51% owned by people who are youth		3		
An EME or QSE which is 51% owned by people with disabilities		2		
		100		

4. RETURNABLE DOCUMENTS

Compulsory Commercial Documents

Compulsory Commercial Documents shall be submitted by the bidders.

The following certified copies of documents shall be submitted:

Description of Compulsory Returnable Documents		Yes / No
A1	(NCP 1) Invitation to Bid and Terms and Conditions for Bidding	
A2	Authority to Sign a Bid	
A3	Certificate Of Single Tender Submission	
A4	Certificate Of Fronting Practices	
A5	Certificate Of Permission To Conduct Due Diligence Investigation	
A6	NCP4- Bidders Disclosure	
A7	NCP6.1- Specific Goals and Preferential Points	
A8	CSD report	
A9	Company Registration Documents (CIPC)	
A10	Notarised Joint Venture Agreement or Consortium Agreement (where applicable)	
A11	COIDA or Letter of good standing with the Department of Labour	
A12	Confirmation of Receipt of Addenda to Bid Documents	
A13	Bill of Quantities	
A14	Contactable Reference and Past Experience	
A15	Form of Offer and Acceptance Agreement	
A16	Programme	

4.1 A2: Authority to Sign A Bid

Fill in the relevant portion applicable to the type of organisation

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors On.....20.....

Mr/Mrs..... (Whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

DATE:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....

DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:
We, the partners in the business trading as.....

hereby authoriseto
sign this bid as well as any contract resulting from the bid and any other documents and
correspondence in connection with this bid and /or contract on behalf of

Full name of partner	Residential address	Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on20 at

Mr/Ms....., whose signature appears below,
has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS..... DATE:

SIGNATURE OF SIGNATORY:.....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20 at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY

AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

F. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a bid.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise

Mr/Ms,.....

authorised signatory of the Company.....

acting in the capacity of lead JV partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANISATION.....

ADDRESS:.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:.....

SIGNATUREDATE:.....

4.2 A3: CERTIFICATE OF SINGLE TENDER SUBMISSION

CERTIFICATE OF SIGNLE TENDER SUBMISSON

Notes to tenderer:

1. This certificate serves as a declaration by the tenderer that as a single tender was submitted.
2. In the case of a Joint Venture (JV), a separate certificate is to be completed and submitted by each JV member.

DECLARATION

I, the undersignedIn submitting the accompanying tender on behalf of the tender so do hereby make the following statements that I certify to be the true and complete in every respect.

1. I have read and understand the notes to , and contents of , this certificate.
2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, or Key Person participate in more than 1 (one) tender.

SIGNATURE.....

DATE:.....

NAME:.....

POSITION:.....

4.3 A4: CERTIFICATE OF FRONTING PRACTICES

Fronting Practices

Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

Benefit Diversion: This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, Service Providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the DRPW**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the DRPW**.

Fronting Indicators

- The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
- The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
- The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
- There is no significant indication of active participation by black people identified as top management at strategic decision making level;
- An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;

2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, a Targeted Enterprise or a sub-contracted Key Person(s), participate in more than 1 (one) tender.

SIGNATURE:

DATE:

NAME:

POSITION:

4.4 A5: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

Notes to tenderer:

1. The tenderer shall complete the declaration below.
2. In the case of a Joint Venture (JV), each member of the JV shall comply with the above requirements.

DECLARATION

I,.....name) the undersigned in my capacity as.....(position) on behalf of.....(name of company),
herewith grant consent that DRPW or any of their appointed Service Providers may conduct a due diligence investigation on (name of company).....
to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender,
In addition, any information in this regard requested by DRPW or any of their appointed Service Providers, shall be submitted within the timelines of the request.

SIGNATURE:

DATE:

NAME:

POSITION:

4.5 A6: NCP 4- BIDDERS DISCLOSURE

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 interest¹ 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

¹ 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.

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 consortium² will not be construed as collusive bidding.

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

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

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

A7: NCP 6.1- SPECIFIC GOALS AND PREFERENTIAL POINTS PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	N/A	Price 80	N/A	Claim your Points
		Specific Goals 20		
An EME or QSE which is at least 51% owned by Black people		10		
An EME or QSE which is at least 51% owned by people who are women		5		
An EME or QSE which is at least 51% owned by people who are youth		3		
An EME or QSE which is 51% owned by black people with disabilities		2		
		100		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

- has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

4.6 A8: Central Supplier Database

Attached hereto is my / our Central Supplier Database report.

IMPORTANT NOTES:

1. A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.

4.7 A9: Firm's Copy of Registration of Incorporation or Company Registration Documents

Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified

(Attach the Firm's Copy of Registration of Incorporation or Company Registration Documents Here)

4.8 A10: Copy of Joint Venture Contract (If Applicable)

*Attached hereto is a signed certified copy of our **notarised** Joint Venture Contract. Our failure to submit the copy with our bid document will lead to the conclusion that there is no joint venture contract, and as such, our bid will be disqualified*

(Attach the notarised joint venture contract here)

A11: Copy of a Letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA) Registration Certificate

Attached hereto is my / our certified copy of LETTER of good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your bid offer will lead to the conclusion that your entity/ company is not registered, and therefore, the bid will be disqualified.

4.9 A12: Confirmation of Receipt of Addenda to Bid Documents

I / We confirm that the following communications amending the bid documents that I / we received from DRPW or his representative before the closing date for submission of bids have been taken into account in this bid.

Addendum No.	Date	Title or Details

BIDDER NAME: _____

BIDDER ADDRESS: _____

PRINT FULL NAMES:

SIGNATURE
(Duly authorized to sign on behalf of the bidder)

DATE

4.10 A13: Bill of Quantities to be filled and signed off

No.	Description	Qty	Unit Price	Total
1	Classroom Unit Complete (5 in total)			
1.1	Supply Classroom Unit (relocatable) to house 40 Learners - 40mm panel thickness and white colour. Allocated space per Learner is 1,2m ² to 1,5 m ² . Well ventilated (top hung windows with latches). Ceiling height is minimum 2 400mm.	1		
1.2	Veranda of 1 500mm width for full unit length along door opening side to each classroom unit.	1		
1.3	Entrance/Exit stairs, with landing and handrails firmly secured and non-slip per classroom unit	1		
1.4	200 Lux lighting minimum per classroom unit. Energy Efficient fittings installed. Power switch at door opening latch side 1 400mm above FFL.	1		
1.5	Power socket outlet every 10 m ² per classroom unit. 4x2 16A 3 pin RSA Socket & 3 pin new RSA plug socket with switch. White. 400mm above FFL.	1		
1.6	Allow 1 dedicated plug connected for PC/Laptop usage in front classroom	1		
1.7	Isolator for air conditioner located adjacent to unit.	1		
1.8	External lights for security on 2 diagonal corners, fitted with energy efficient globes with day/night switches, IP 65 covers/boxes.	2		
1.9	Complete secure Distribution Board mounted internally with breakers and earth leakage for connection by others, COC to be supplied.	1		
1.10	AAir conditioner 9 000 BTU, inverter technology, hot/cold, split mounted back to back and installed with relevant insulation, vibration proof pads, drainage pipes, etc. at elevated position, non inverter type per classroom unit. To be mounted centrally for even distribution of air flow.	1		
1.11	Floor finish vinyl per classroom unit.	1		
1.12	Burglar proofing to all windows and door openings to each classroom unit.	1		
1.13	Fire Extinguisher (9kg ABC Dry Chemical Type SABS Certified) in externally mounted close to entrance/exit, secure tamper proof box per classroom to meet regulation standards and relevant signage	1		
1.14	Exit/Escape regulation signage fixed to each classroom unit.	1		
1.15	Pin board with frame 1 400 x 1 200mm high mounted at rear of classroom per classroom unit.	2		
1.16	White writing board with frame 2 400mm x 1 200mm high mounted at front of each classroom unit	2		
1.17	Deliver and erect each classroom unit, inclusive of pads, access stairs and handrails, earthing, etc. to Kimberley, NC.	1		
SUB-TOTAL 1 (Carry to Summary page)		R		

No.	Description	Qty	Unit Price	Total
2	Administrative Office (One in total)			
2.1	Supply Administrative Unit (relocatable) for Teachers and Staff (82 m2) - 40mm panel thickness and white colour. Subdivided allocated space with internal lockable doors - 2 offices, 1 reception, 1 staffroom, 1 kitchenette, 1 male and 1 female ablution. Well ventilated (top hung windows with latches). Ceiling height minimum of 2 400mm.	1		
2.2	Veranda of 1 500mm width for full unit length along door opening side to administration unit.	1		
2.3	Entrance/Exit stair, with landing and handrails firmly secured and non slip for administration unit	1		
2.4	Male and Female ablution to be fitted and plumbing complete for 1 pan, solid seat and cover with operating cistern, porcelain basin and c/water push tap, internal angle valves, mirror above basin and toilet roll holder. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes. Coat hook behind door. Doors to be fitted with handle and locks, Male and Female to be indicated externally.	2		
2.5	Kitchenette to be complete with 1 200mm sink and drain surface, plumbing, including H/C water taps, undercounter 10l electric geyser (not connected) and worktop unit with shelves below, worksurface minimum of 0,9m2. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	1		
2.6	External lights for security on 2 diagonal corners, fitted with energy efficient globes with day/night switches, IP 65 covers /boxes.	2		
2.7	200 Lux lighting minimum per room. Energy Efficient fittings installed. Power switch at internal door opening latch side 1 400mm above FFL.	8		
2.8	Power socket outlet, 4x2 16A 3 pin RSA Socket & 3 pin new RSA plug socket with switch. White. 400mm above FFL. 1 per office, kitchenette, reception and 4 for staffroom. Not connected, wires terminated at plug point and isolated until permanent power available.	7		
2.9	Allow 1 dedicated plug per room connected for PC/Laptop usage in Office, Reception & Staffroom	4		
2.10	Complete secure Distribution Board mounted internally with breakers and earth leakage for connection by others, COC to be supplied.	1		
2.11	Isolator for air conditioner located adjacent to unit.	1		
Sub-total for Section 2 carried to next page		R		

Sub-total for Section 2 brought from next page		R		
2.12	Air conditioner 9 000 BTU, inverter technology, hot/cold, split mounted back-to-back and installed with relevant insulation, vibration proof pads, drainage pipes, etc. at elevated position, non-inverter type per building unit.	1		
2.14	Burglar proofing to all windows and double door opening to administration unit (inclusive of all rooms).	1		
2.15	Fire Extinguisher (9 kg ABC Dry Chemical type SABS Certified) in externally mounted secure tamper proof box to meet regulation standards and relevant signage	1		
2.16	Fire Extinguisher (4,5 kg K Type SABS Certified) mounted outside kitchenette to meet regulation standards and relevant signage	1		
2.17	Exit/Escape regulation signage fixed to indicate route from rooms and exit.	1		
2.18	Deliver and erect administration unit, inclusive of pads, access stairs and handrails, earthing, etc. to Kimberley, Northern Cape.	1		
SUB-TOTAL 2 (Carry to Summary page)		R		

No.	Description	Qty	Unit Price	Total
3	Male Ablution Facility (One in total)			
3.1	Supply Male Ablution Unit (relocatable) for Learners (28 m2) - 40mm panel thickness and white colour. Subdivided allocated space for 7 flush toilet cubicles, 3 flush urinals, 3 wash hand basins with mirrors. Well ventilated (top hung windows, obscure glass, with latches). Ceiling height minimum of 2 400mm.	1		
3.2	Flush Close Couple Toilets to be in separate cubicles. Cubicles to be fitted with internal handle and yale indicator lock, with coat hook, door undercut by 100mm. Toilet seats and lids of solid design. Toilet roll holder. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	7		
3.3	Porcelain wash hand basin, complete with drain, c/water push tap, water point externally connected, with internal angle valve. Mirror 450mm x 450mm above. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	3		
3.4	Porcelain urinal, complete with drain, c/water push flush, water point externally connected, with internal angle valve. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	3		
3.5	Entrance/Exit stair, with landing and handrails firmly secured and non-slip for administration unit	1		
3.6	200 Lux lighting minimum per unit. Energy Efficient fittings installed. Power switch at internal door opening latch side 1 400mm above FFL.	1		
3.7	External lights for security on 2 diagonal corners, fitted with energy efficient globes with day/night switches, IP 65 covers/boxes.	2		
3.8	Complete secure Distribution Board mounted internally with breakers and earth leakage for connection by others, COC to be supplied.	1		
3.9	Floor finish vinyl.	1		
3.10	Burglar proofing to all windows, obscure glass, and door opening to unit.	1		
3.11	Exit/Escap regulation signage fixed to indicate route from rooms and exit. Male toilet sign erected externally above door.	1		
3.12	Deliver and erect unit, inclusive of pads, access stairs and handrails, earthing, etc. to Kimberley, Northern Cape.	1		
SUB-TOTAL 3 (Carry to Summary page)			R	

No.	Description	Qty	Unit Price	Total
4	Female & Disabled Ablution Facility (One in total)			
4.1	Supply Female and person with disability Ablution Unit (relocatable) for Learners (28 m2) - 40mm panel thickness and white colour. Subdivided allocated space for 8 flush toilet cubicles, 1 disabled person cubicle fitted closed system toilet, assist/grab handles, basin - separate entrance with ramp, 3 wash hand basins with mirrors. Well ventilated (top hung windows, obscure glass, with latches). Ceiling height minimum of 2 400mm.	1		
4.2	Flush Close Couple Toilets to be in separate cubicles. Cubicles to be fitted with internal handle and yale indicator lock, with coat hook, door undercut by 100mm. Toilet seats and lids of solid design. Toilet roll holder. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	8		
4.3	Porcelain wash hand basin, complete with drain, c/water push tap, water point externally connected, with internal angle valve. Mirror 450mm x 450mm above. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	3		
4.4	Disable person cubicle to have separate entrance. Toilet and fitting to meet disabled person requirements in terms of grab rails, height, inclusive of taps and wash hand basin. All connections to protrude externally at single point and securely fixed, internal angle valve. Allow inspection/rodding and breather pipes.	1		
4.5	Entrance/Exit stair, with landing and handrails firmly secured and non slip for female ablution section. Disabled person section to have ramp and landing with handrails. Door handle on disabled section to be appropriate height.	1		
4.6	200 Lux lighting minimum per unit. Energy Efficient fittings installed. Power switch at internal door opening latch side 1 400mm above FFL.	1		
4.7	200 Lux lighting minimum for disabled Ablution. Energy Efficient fittings installed. Power switch for disable/wheelchair bound individual at internal door opening latch side 1 000mm above FFL.	1		
4.8	External lights for security on 2 diagonal corners, fitted with energy efficient globes with day/night switches, IP 65 covers/boxes.	2		
4.9	Complete secure Distribution Board mounted internally with breakers and earth leakage for connection by others, COC to be supplied.	1		
4.10	Floor finish vinyl.	1		
Sub-total for Section 4 carried to next page			R	

Sub-total for Section 4 brought from next page			R	
4.11	Burglar proofing to all windows, obscure glass, and door opening to unit. Disabled door width 1 000mm minimum.	1		
4.12	Exit/Escape regulation signage fixed to indicate route from rooms and exit. Female Ablution sign erected externally above door. Disabled Person sign erected externally above door.	1		
4.13	Deliver and erect unit, inclusive of pads, access stairs and handrails, earthing, etc. to Kimberley, Northern Cape.	1		
SUB-TOTAL 4 (Carry to Summary page)			R	

No.	Description	Qty	Unit Price	Total
5	Solar Installation			
5.1	Classrooms			
5.1.1	Connect to unit Distribution Board	5		
5.2	Administrative Office			
5.2.1	Connect to unit Distribution Board	1		
5.3	Male Ablution			
5.3.1	Connect to unit Distribution Board	1		
5.4	Female Ablution			
5.4.1	Connect to unit Distribution Board	1		
5.5	Solar / Battery System	1		
5.5.1	16 kW Hybrid Inverter with WiFi Dong, Allow for external management via WiFi from Principals Office	1		
5.5.2	5.12 kW Lithium Ion Battery	6		
5.5.3	160A DC Disconnects	6		
5.5.4	125A DC Fuse	12		
5.5.5	250A DC Disconnects	1		
5.5.6	200A DC Fuse	2		
5.5.7	600A Busbars	2		
5.5.8	35mm ² Battery cable black	30		
5.5.9	35mm ² Battery cable red	30		
5.5.10	35x8mm lugs	48		
5.5.11	50mm Cable black	6		
5.5.12	50mm Cable red	6		
5.5.13	50x10 Lugs	16		
5.5.14	AC Protection Box 16Kw	1		
5.5.15	600V Protection Box 3 Inputs 3 outputs 3	1		
5.5.16	585W Solar 8 Panel for IBR Roof Fixing Kit	6		
Sub-total for Section 5 carried to next page			R	

Sub-total for Section 5 brought from next page			R	
5.5.17	6mm PV Solar Cable Black	300		
5.5.18	6mm PV Solar Cable Red	300		
5.5.19	MC4 Connectors Male and Female	10		
5.5.20	Recognised Compliance Certification	1		
5.5.21	Cable to connect to Unit Specific DB's (x8) and Inverter (3 Core 16mm ²)	80		
5.5.22	PC Sum for Solar	1	R80 000.00	
SUB-TOTAL 5 (Carry to Summary page)			R	

Summary: Bill Of Quantities

TABLE 9: Kimberley Secondary School Pre-Fabricated Classrooms

No	Description	Unit	Rate	Amount
A	CONTAINER SUPPLY			
A1	Classroom Unit	5		
A2	Administration Office	1		
A3	Male Ablution Facility	1		
A4	Female & Disabled Ablution Facility	1		
A5	Solar	Sum		
A6	Delivery to Site	Sum		
A7	Insurance Cover	Sum		
Sub-Total				R
VAT (15%)				R
TOTAL (Carried to Form of Offer)				R

4.11 A14: Contactable Reference and Past Experience

(Attached hereto Appointment Letter, Completion Certificates or Delivery Notes)

Project Description	Client	Project Value	Contact Name and Contact Nr.	Tick (✓) Attached Appointment and Completion Certificates

4.12 A15: Form of Offer and Acceptance (Agreement)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

RFQ NO. 2501002CE: THE SUPPLY AND ERECTION OF MOBILE CLASSROOMS, OFFICE AND ABLUTION UNITS FOR THE TEMPORARY FACILITIES

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Engineer under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE TENDERED FIXED PRICE INCLUSIVE OF VALUE ADDED TAX IS:

R..... (in figures);

..... (in words).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s).....

Name(s)

Capacity
For the
Tenderer

(Name and address of Organisation/Tenderer)

Name & signature

of Witness Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Services Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the Contract are contained in:

Agreement and Contract Data, which includes this agreement
Pricing Data
Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within 2 (two) weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives 1 (one) fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Engineer) within 5 (five) days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this

Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the
Employer: Gap Infrastructure Corporation (GIC)

Name & signature
of Witness **Date**

4.13 A16: Programme

The timelines for the completion and erection of the works is crucial with the units and establishment on site completed by the 6 January 2026 for operation. A comprehensive (detailed) programme indicating the manufacture, delivery, resources available, erection and ancillary works is to be supplied with the tender documentation.

The programme will be monitored and updated weekly.

Annexure A: JBCC Small and Simple Works Contract

CONTRACT AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

.....INSERT.....

(Registration No:INSERT.....)

(Hereinafter referred to as “**the Contractor**”)

and

GAP INFRASTRUCTURE CORPORATION (PTY) LTD

(Registration No: 2009/001909/07)

(Hereinafter referred to as “**the Employer**”)

PROJECT:INSERT.....

WHO AGREE AS FOLLOWS:

1. The **contractor** shall carry out the **works** described in the **contract documents**.
2. The **employer** shall pay the **contractor** the **contract sum** of,
(in words:),
including **tax**, or such **contract value** as adjusted in terms of this **contract**.
3. No contract cost escalation provisions will apply to this **contract**.
4. The **contract documents** on which the **contractor's** offer is based comprise the entire **contract** between the **parties**. No variations, representations, terms, conditions or warranties shall be binding or of effect unless recorded in writing and signed by the duly authorised representatives of the **parties**.
5. The **employer** hereby accepts the **contractor's** offer and agrees to be bound by the terms of this **contract** and to deliver a signed copy of this acceptance of offer to the **contractor** within seven (7) **calendar days** after the **parties** have signed the **contract**.
6. The **contractor** hereby undertakes to be bound by the terms of the **contract** and to submit a **construction programme** and health and safety plan before commencing with the **works**.

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AGENT APPOINTED: NO

IF APPOINTED: Name of agent: N/A

Address: N/A

E-mail address: N/A

Telephone N/A

Mobile number N/A

Legal position of the agent:

The contract is between the employer and the contractor. Where the employer does not intend to administer his contractual relationship with the contractor, the appointed agent shall perform such task during the execution of the works on the employer's behalf. Where an agent is appointed in this contract to undertake the functions of the employer, the agent will take the place of the employer in this contract to the extent required and have all rights and obligations assigned to the employer in this contract. Should there be a need for other consultants to be appointed, such as a land surveyor, structural engineer or electrical engineer, they will be appointed as sub-consultants under the administration of the appointed agent.

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1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

A word or phrase in bold type in this contract shall have the meaning assigned to it in these definitions. A word or phrase not in bold type shall be interpreted in the context of its usage.

AGENT: A competent independent person or entity appointed by the **employer** to deal with specific aspects of the **works** on behalf of the **employer**.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD].

BUSINESS DAYS: Calendar days which exclude Saturdays, Sundays, proclaimed public holidays and recorded **contractors'** annual holiday period.

BUDGETARY ALLOWANCE: An amount included in the **contract sum** for work intended for execution by the **contractor**, the extent of which is identified but not detailed.

CALENDAR DAYS: A period of twenty-four (24) hour day commencing at midnight (00:00).

CERTIFICATE: A **certificate** as proof that the **contractor** was given possession of the **site**, an interim or final **payment certificate** or a **certificate of practical** or **final completion** issued by the **employer** enforceable in law.

CERTIFICATE OF FINAL COMPLETION: A **certificate** issued by the **employer** to the **contractor** stating the date on which **final completion** of the **works** was achieved.

CERTIFICATE OF PRACTICAL COMPLETION: A **certificate** issued by the **employer** to the **contractor** stating the date on which **practical completion** of the **works** was achieved.

CONTRACT: The completed and signed JBCC® Small and Simple Works Contract.

CONTRACT DATA: The clause at the end of this contract listing the project specific information [CD]: The notation used where additional information is recorded in the **contract data**.

CONTRACT DOCUMENTS: The completed and signed **contract**, the **contract drawings**, the accepted **priced document** and other documents listed and signed by the authorised representatives of the **parties**.

CONTRACT DRAWINGS: The drawings listed in the **contract data**.

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CONTRACT INSTRUCTION: A written instruction issued by the **employer** to the **contractor** that may be accompanied by (marked up) drawings and photographs.

CONTRACT SUM: The accepted tender amount inclusive of **tax**, not subject to adjustment.

CONTRACT VALUE: A monetary value initially equal to the **contract sum**, subject to adjustment in terms of this **contract**.

CONTRACTOR: The **party** contracting with the **employer** for the execution of the **works**.

CONSTRUCTION EQUIPMENT: Equipment and/or plant provided by or belonging to the **contractor** and used during the **construction period**.

CONSTRUCTION INFORMATION: Information issued by the **employer** including this **contract**, specifications, drawings, schedules, **notices** and **contract instructions** required for the execution of the **works**.

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**.

CONSTRUCTION PROGRAMME: A diagrammatic representation of the sequence of planned execution of units of work or activities indicating the critical path from the date of possession of the **site** until **practical completion** of the **works**, prepared and maintained by the **contractor**.

DEFECT: Any aspect of materials and workmanship forming part of the **works** that does not conform to the **contract** or **construction information**.

DEPARTMENT: Shall mean the Northern Cape Department of Roads and Public Works.

DIRECT CONTRACTOR: An entity appointed under separate contract by the **employer** to do identified work **[CD]** on **site** prior to **practical completion**.

EMPLOYER: The **party** contracting with the **contractor**.

FINAL ACCOUNT: The document prepared by the **employer** that reflects the final **contract value** of the **works** at **final completion** or termination.

FINAL COMPLETION: The stage of completion as certified by the **employer** where the **works** has been completed and is free of **defects**.

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FINAL PAYMENT CERTIFICATE: A **certificate** issued by the **employer** after the issue of the **certificate of final completion** and after the **final account** has been agreed.

FORCE MAJEURE: An exceptional event or circumstance that could not have reasonably been foreseen or anticipated by the **parties** that prevents the **contractor** from executing or completing the **works**.

FREE ISSUE: **Materials and/or goods** provided at no cost to the **contractor** by the **employer** for inclusion in the **works**.

INTEREST: Interest at six (6) percentage points per annum above the ruling bank rate on the first **calendar day** of each month applicable from time to time to registered banks borrowing money from the Reserve Bank where payment has not been received within the stipulated period compounded monthly from the due date of payment until the date of payment.

JBCC®: The Joint Building Contracts Committee® NPC.

LIST FOR COMPLETION: A list that may include marked up drawings and photographs issued by the **employer** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed.

LIST FOR FINAL COMPLETION: A list that may include marked up drawings and photographs issued by the **employer** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**.

LIST FOR PRACTICAL COMPLETION: A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **employer** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**.

MATERIALS AND/OR GOODS: Unfixed materials, goods and/or items fabricated for inclusion in the **works** whether stored on or off the **site**.

NOTICE: A written communication, excluding social media, issued by either **party**, to the other **party** to, inter alia, record an event, request outstanding **construction information**, or where **suspension** or resumption of the **works** and/or termination of this **contract** is contemplated.

PARTY: The **employer** or the **contractor** and 'parties' shall refer to both of them.

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PAYMENT CERTIFICATE: A **certificate** issued at regular agreed intervals by the **employer** to the **contractor** certifying the amount due and payable in terms of the JBCC® Payment Certificate format.

PAYMENT CLAIM: An invoice issued at regular agreed intervals by the **contractor** to the **employer** claiming the amount which the **contractor** considers to be due and payable.

PENALTY: The stipulated amount per **calendar day** payable by the **contractor** to the **employer** where the date or the revised date for **practical completion** of the **works** has not been met.

PRACTICAL COMPLETION: The stage of completion when the **works** is certified as complete, except for minor **defects** or incomplete work identified in the **list for completion**, that is safe and allows the **employer** to use the **works** for the intended purpose.

PRELIMINARIES: The JBCC® General Preliminaries and/or the items listed in the preliminaries section of the **priced document**.

PRICED DOCUMENT: The document incorporating quantities and/or rates used in the compilation of the **contract sum**.

PRIME COST AMOUNT: An amount included in the **contract sum** for the delivered cost of **materials and/or goods** obtained from a supplier as instructed by the **employer**.

RETENTION: A percentage of an amount included in a **payment certificate** to the **contractor** retained by the **employer** until fully released on **final completion** without accrued **interest** or used to repair defective work for which the **contractor** is responsible.

SITE: The land or place where the **works** is to be executed.

STATUS REPORT: A report, that may include marked up drawings and photographs, compiled by the **employer** in the event of termination of the **contract**, or where the **works** has been suspended due to a **force majeure** event, to record the state of completion or otherwise of the **works**.

SUSPENSION: The temporary cessation of the **works** by the **contractor**.

TAX: Value-added tax, general sales tax or similar consumption tax applicable by law.

WORKS: The extent of work, including temporary works, to be executed by the **contractor** as described in the **construction information** and **contract instructions**.

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1.2. INTERPRETATION

- 1.2.1 All communications shall be in English and recorded in minutes, contract instructions, status reports or the like in a format that can be saved and printed.
- 1.2.2 Unless inconsistent with the context, the words "accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, notify, object, record, reduce, refuse, request, state" and their derivatives require such acts to be in writing.
- 1.2.3 The **parties** shall comply with the law, obtain permits, licenses and approvals required and pay related charges for the execution of the **works**.
- 1.2.4 The calculation of the number of days prescribed in this **contract** shall exclude the first day and include the last day for any relevant action or **notice**.

1.3. OFFER AND ACCEPTANCE

- 1.3.1 The **contract** shall come into force on the date of the written acceptance of the offer by the **employer** and remain in force until the date of the **certificate of final completion** except on termination.
- 1.3.2 The **construction period** extends from the date of possession of the **site** until the date of the **certificate of practical completion**.

1.4. DOCUMENTS

The **employer** shall:

- 1.4.1 Prepare for signature and issue to the **contractor** the **contract documents [CD]**, and after signature thereof provide reference copies to the **contractor**.
- 1.4.2 Retain the original signed **contract documents**.
- 1.4.3 Timeously issue to the **contractor construction information** in the stipulated electronic format or the stipulated number of hard copies **[CD]** at no cost.
- 1.4.4 Issue a JBCC® site possession **certificate** within five (5) **business days** of **site** handover.

The **contractor** shall:

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1.4.5 Submit to the **employer** listed documents within ten (10) **business days** of acceptance of the **contractor's** offer.

1.5. ASSIGNMENT

1.5.1 Neither **party** shall cede, delegate or assign the whole or any part of the **contract**, nor any rights or obligations thereunder, without the written consent of the other **party**, which consent shall not be unreasonably withheld or delayed.

2. INSURANCES AND INDEMNITIES

- 2.1. The **contractor** shall effect and keep in force, policies for contract works insurance, insurance against civil commotion, public disorder, strikes, riots and terrorism and public liability insurance, from the date of possession of the site. The contractor shall provide the employer with the policy wording of such policies for approval by the employer.
- 2.2. Failure to effect and keep in force the insurance(s) listed shall cause the **employer** to assume full responsibility for the **works**, the **site** and properties forming part of the **works** and the **site**, except where the **contractor** acted negligently or is in default.
- 2.3. Where applicable, the **employer** shall appoint a consultant to design and monitor appropriate support structures for use in excavations and/or in existing structures that form part of the **works** and the **site**.
- 2.4. The **employer** shall be responsible for the deductible amounts other than where a claim against insurance cover is due to negligence or default of the **contractor** in which case the **contractor** shall be responsible for the deductible amount.
- 2.5. The right to the proceeds of an insurance claim shall vest in the **employer**.
- 2.6. The **contractor** shall be responsible for his own business and statutory insurances.
- 2.7. The **employer** shall be at risk for and indemnifies and holds the **contractor** harmless from claims or proceedings for damages, expenses and/or loss (including legal fees and expenses) in respect of or arising from or out of the execution of the **works** or occupation of the **site** by the **contractor** due to:
 - 2.7.1 A defect in free issue;
 - 2.7.2 Work executed and/or installed in the **works** by a **direct contractor**;

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- 2.7.3 Design of the **works** (other than **contractor's** temporary works);
- 2.7.4 Force majeure;
- 2.7.5 Instruction from the **employer** to proceed with the **works** where the **employer** has not obtained the required permission for the project in terms of the law;
- 2.7.6 The use or occupation of any part of the **works** by the **employer**, tenants, **direct contractors** or others authorised by the **employer** before the certification of **practical completion**.

3. EXECUTION, SETTING OUT AND PROGRAMME

EXECUTION

- 3.1. The **employer** shall:
 - 3.1.1 Give possession of the **site** to the **contractor** on the agreed date **[CD]**;
 - 3.1.2 Provide all construction information timeously to the contractor;
 - 3.1.3 Record specific requirements **[CD]**;
 - 3.1.4 Supply free issue to suit the construction programme;
 - 3.1.5 Make regular payments to the **contractor** by the due date;
 - 3.1.6 Permit access to the **works** by the **contractor** after **practical completion** to fulfil outstanding obligations.
- 3.2. The **contractor** shall:
 - 3.2.1 On appointment submit statutory notices for the **works** within *five* (5) **business days**;
 - 3.2.2 Before commencing with the **works**, submit a **construction programme** and health and safety plan for the **works**;
 - 3.2.3 Commence the **works** within ten (10) **business days** of possession of the **site** and proceed with due diligence, skill and appropriate resources to bring the **works** to **practical completion [CD]** and to **final completion**;

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- 3.2.4 Provide everything necessary for the proper execution of the **works** using specified materials and exercise workmanship to industry accepted quality standards and to the reasonable satisfaction of the **employer**;
- 3.2.5 In the execution of the **contract**, be responsible for the continuous monitoring of quality of the **works**;
- 3.2.6 Comply with and duly execute all **contract instructions**;
- 3.2.7 Allow the **employer** reasonable access to the **works**, workshops and other places where work is being prepared, executed or stored;
- 3.2.8 Ensure that the **site** is secure and safe during the **construction period**.

SETTING OUT

- 3.3. The **employer** shall point out boundary pegs and other survey information identifying the **site** and features to be preserved.
- 3.4. The **contractor** shall:
 - 3.4.1 Preserve boundary pegs and other survey information;
 - 3.4.2 Accurately set out the **works**;
 - 3.4.3 Immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on the **site** and notify the **employer** who must forthwith issue a **contract instruction** to give direction.

PROGRAMME

- 3.5. The **employer** shall:
 - 3.5.1 Arrange for regular site meetings to discuss progress of the **works** against the **construction programme**, minute all pertinent contractual information that arises from the meetings and timeously issue such minutes to the **contractor**;
 - 3.5.2 Issue outstanding construction information in terms of the construction programme;

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3.5.3 On receipt of a claim from the **contractor** for a revision of the date for **practical completion** and/or the **contract value**, asses such claim in terms of the accepted (revised) **construction programme** and record such assessment in the site meeting minutes.

3.6. The **contractor** shall:

3.6.1 Compile, coordinate and implement the **construction programme**;

3.6.2 Revise the construction programme when the employer revises the date for practical completion;

3.6.3 In consultation with the **employer** agree steps to minimise or mitigate the effects of possible delays to achieve key dates of the **construction programme**.

4. DIRECT CONTRACTORS

4.1. The **employer** shall define the extent and estimated cost of work or installation to be carried out by **direct contractors [CD]** and may at any time appoint **direct contractors** for which **notice** shall be given to the **contractor**.

4.2. Access to the **works by direct contractors** shall not constitute deemed achievement of **practical completion** or occupation by the **employer**.

4.3. Payment of **direct contractors** shall be the responsibility of the **employer** outside this **contract**.

4.4. There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**.

4.5. The contractor shall:

4.5.1 Permit **direct contractors** to execute and/or install work as part of the **works**;

4.5.2 Make reasonable allowance in the **construction programme** for such work or installation;

4.5.3 Be entitled to claim expense and/or loss caused by **direct contractors**.

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5. PAYMENT

- 5.1. The **employer** shall make payment to the **contractor** for work duly executed as certified in a **payment certificate** or claimed by the **contractor** in a **payment claim**. The **preliminaries** (if applicable) shall be paid in accordance with an amount pro-rated to the value of the **works** executed. Where the amount of **preliminaries** is not provided it shall be taken as seven and a half per cent (7.5%) of the **contract sum**, excluding **budgetary allowance(s)**.
- 5.2. The **contractor** shall be entitled to receive payment within fourteen (14) **calendar days** of the due date for payment **[CD]** after the **employer** has received payment from the **department**.
- 5.3. The **employer** shall make payment in the amount stated in the **payment claim** unless he disagrees with such amount, in which case the **employer** shall make payment in the amount the **employer** considers due and issue **notice** within three (3) **calendar days** stating the reason(s) for such reduced payment.
- 5.4. Where payments are for work executed in stages the **contractor** shall be entitled to receive payment of the stage percentage payable of the **contract value [CD]** within seven within fourteen (14) **calendar days** of each stage being duly executed after the **employer** has received payment from the **department**.
- 5.5. The value of **materials and/or goods** shall be included in the amount certified only where:
 - 5.5.1 Not prematurely delivered or offered for delivery unless otherwise agreed in writing;
 - 5.5.2 Stored and suitably protected against theft or damage.
- 5.6. **Materials and/or goods** when certified and paid for shall become the property of the **employer** and shall not be removed without written authority of the **employer**.
- 5.7. Payments made shall not be evidence that the **works** and **materials and/or goods** are in terms of the **contract**.
- 5.8. The **employer** is entitled to withhold **retention** to the maximum of ten per cent (10%) of the amount of each payment until **practical completion**, whereafter:
 - 5.8.1 Half of the **retention** amount shall be released to the **contractor**;
 - 5.8.2 The remaining half of the **retention** amount shall be included in the **final payment certificate**.

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- 5.9. The **contractor** shall be entitled to receive final payment from the **employer** within seven (7) **calendar days** of acceptance of the **final account** but not before the issue of the **certificate of final completion**, other than on termination.

6. ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

- 6.1. Adjustments to the **contract value**, including measurements on **site** in consultation with the **contractor**, shall be determined in the preparation of the **final account**.
- 6.2. Adjustments to the **contract value** may result from any of the following:
- 6.2.1 Contract instructions;
 - 6.2.2 Omission of **prime cost amounts** and **budgetary allowances** and determination of the actual cost of such work. The **contractor** shall supply adequate proof to the **employer** of such cost, including expense incurred for special packing or carriage;
 - 6.2.3 Extra costs due to an extension of the **construction period** as a result of the **employer's** default;
 - 6.2.4 Work identified as provisional in the **priced document** shall be omitted and the actual value of work as executed shall be added;
 - 6.2.5 Any other variation agreed to in writing by the **parties**.
- 6.3. Where the **contractor** has incurred expense for items not included in the **priced document**, for which he is entitled to be compensated, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value**.
- 6.4. The **employer** shall prepare the **final account** in cooperation with the **contractor** and issue the **final account** to the **contractor** within fifteen (15) **business days** of the date of **final completion**.
- 6.5. The **contractor** shall accept the **final account** within ten (10) **business days** of receipt thereof or give **notice** of non-acceptance with reasons failing which the **final account** shall be deemed to be accepted.
- 6.6. Should the reasons for non-acceptance of the **final account** not be resolved within ten (10) **business days** of the **notice** of non-acceptance, or within such extended period as may be agreed on request from the **contractor**, the **contractor** may give **notice** of a disagreement.

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7. CONTRACT INSTRUCTIONS

- 7.1. The employer may issue contract instructions to the contractor to:
- 7.1.1 Rectify discrepancies, resolve conflicting information, correct errors in description or quantity, identify defective work and order corrective action, substitute any **materials and/or goods**, make alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**;
 - 7.1.2 Authorise expenditure of budgetary allowances or prime cost amounts;
 - 7.1.3 Provide samples of **materials and/or goods**, finishes or assemblies of elements of the **works**;
 - 7.1.4 Make good physical loss or repair damage to the **works**;
 - 7.1.5 Rectify specified **defects** that become apparent during the **construction period or defects liability period**;
 - 7.1.6 Protect existing or new works.
- 7.2. Oral instructions shall be of no force or effect.
- 7.3. Should a **contract instruction** entail any changes or additions to the **works**, the **employer** and **contractor** shall agree in writing as to the cost and time implications of the desired changes prior to the commencement of such changes. The **contract sum** and date for **practical completion** shall be adjusted accordingly.
- 7.4. Upon failure by the **contractor** to duly execute a **contract instruction**, the **employer** may give **notice** to the **contractor** and appoint others to carry out such **contract instruction** and recover expense and/or loss incurred where the **contractor** remains in default for more than five (5) **business days** after the date of such **notice**.

8. COMPLETION AND DEFECTS LIABILITY PERIOD

PRACTICAL COMPLETION

- 8.1. The **employer** shall:
- 8.1.1 Inspect the **works** at regular or appropriate intervals to give the **contractor** interpretations by way of **contract instructions** on the standard of work and the state of completion of the **works** that the **contractor** will be required to achieve for **practical completion**;

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- 8.1.2 Inspect the works for practical completion within five (5) business days from receipt of a notice from the contractor;
- 8.1.3 Issue to the **contractor a list for practical completion**, if relevant, stating **defects** and items to be completed;
- 8.1.4 Repeat the process until all **defects** have been remedied and outstanding items completed Issue the **certificate of practical completion** to the **contractor**.

8.2. The **contractor** shall:

- 8.2.1 Ascertain that the **works** are to the required quality and has progressed such that it qualifies for **practical completion**;
- 8.2.2 Give five (5) **business days notice** to the **employer** to inspect the **works**;
- 8.2.3 Remedy **defects** and complete outstanding items on the **list for practical completion** or subsequent such list which the **employer** may issue without any undue delay;
- 8.2.4 Relinquish possession of the **site** after achieving **practical completion**;
- 8.2.5 Hand over to the **employer** all applicable statutory/regulatory approval certificates;
- 8.2.6 Remove **construction equipment** and surplus **materials and/or goods** from the **site** within ten (10) **business days**, failing which the **employer** may have these removed by others at the **contractor's** expense.

FINAL COMPLETION AND DEFECTS LIABILITY PERIOD

- 8.3. The **defects** liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end ninety (90) **calendar days** from the date of **practical completion** or when work on the **list for completion** has been satisfactorily completed, whichever is the later.

8.4. The **employer** shall:

- 8.4.1 Inspect the **works** within five (5) **business days** from receipt of **notice** from the **contractor**;
- 8.4.2 Issue to the **contractor a list for final completion**, if relevant, stating **defects** and items to be completed Repeat the process until all **defects** have been remedied and outstanding items completed;

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8.4.3 Issue the **certificate of final completion** to the **contractor** when all **defects** have been rectified and outstanding items completed.

8.5. The **contractor** shall:

8.5.1 Attend to **defects** and outstanding items on the **list for completion**;

8.5.2 Give five (5) business days notice to the employer to inspect the works;

8.5.3 Remedy **defects** and complete outstanding items on the **list for final completion** or subsequent such list which the **employer** may issue;

8.5.4 On achievement of **final completion** hand over to the **employer** all operating and instruction manuals, product guarantees and the like.

8.6. A certificate of final completion shall be conclusive as to the sufficiency of the works and that the contractor's obligations have been fulfilled other than for latent defects and any extended product and/or installation guarantees.

9. REVISION OF THE DATE FOR PRACTICAL COMPLETION AND PENALTIES

9.1. The contractor is entitled to a revision of the date for practical completion of the works without an adjustment of the contract value for a delay to practical completion caused by one or more of the following events:

9.1.1 Weather;

9.1.2 Force majeure.

9.2. The contractor is entitled to a revision of the date for practical completion of the works with an adjustment of the contract value for a delay to practical completion caused by one or more of the following events:

9.2.1 Exercise of statutory power by a body of state or public or local authority that directly affects the execution of the **works**;

9.2.2 Delayed possession of the **site**;

9.2.3 Contract instructions not occasioned by the contractor's default;

9.2.4 Inability to obtain **materials and/or goods** specified by trade name or without a right of substitution where the **contractor** has taken reasonable steps to avoid or reduce such a delay;

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- 9.2.5 Making good physical loss and repairing damage to the **works** not caused by the **contractor**;
- 9.2.6 Suspension of the works by the contractor in terms of this contract;
- 9.2.7 Further circumstances for which the **contractor** may be entitled to a revision of the date for **practical completion** and an adjustment of the **contract value** are delays to **practical completion** due to any other cause beyond the **contractor's** control that could not have reasonably been anticipated and provided for.
- 9.3. Should a listed circumstance occur which could cause a delay to the date for **practical completion**, the **contractor** shall timeously take the necessary steps to avoid or reduce a potential delay.
- 9.4. The **contractor** shall give notice:
- 9.4.1 Within ten (10) **business days** of becoming aware or ought reasonably to have become aware of a potential delay failing which such claim shall be forfeited;
- 9.4.2 As soon as the extent of the delay can be determined but no later than twenty (20) **business days** of the delay ceasing, or such extended period as may be agreed, submit a detailed and substantiated claim to the **employer** referring to the relevant clauses in the **contract** describing the cause and effect of the delay for the revision of the date for **practical completion**, failing which such claim shall be forfeited.
- 9.5. The **employer** shall, within five (5) **business days** of receipt of the claim, grant in full, reduce or refuse the claim and shall give reasons where such claim is refused or reduced.
- 9.6. Where the contractor fails to bring the works to practical completion by the date for practical completion, or the revised date for practical completion, the contractor shall be liable to the employer for the penalty [CD].
- 9.7. The **penalty** shall be deducted from interim **payment certificates** from the date on which the **employer's** entitlement to the **penalty** commences.
- 9.8. Paying a **penalty** shall not relieve the **contractor** from obligations to complete the **works** or other obligations in terms of this **contract**.

10. SUSPENSION AND TERMINATION

SUSPENSION BY THE CONTRACTOR

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- 10.1. The **contractor** may give *five (5) business days notice* to the **employer** of the intention to suspend the **works** where the **employer** has failed to timeously:
- 10.1.1 Make payment in full of an amount certified in a **payment certificate** or claimed by the **contractor** in a **payment claim**.
- 10.2. Where the **employer** has not remedied a default on expiry of the **notice** the **contractor** may suspend execution of the **works** until such default has been remedied.
- 10.3. The **employer** shall revise the date for **practical completion** on resumption of the **works** with an adjustment of the **contract value**.
- 10.4. Where a **party** has failed to comply with this **contract** the non-defaulting **party** shall give **notice** to the defaulting **party** of a specific default to be remedied within *five (5) business days* after the date of such **notice**.
- 10.5. Where the defaulting **party** has not remedied the specified default within the stipulated period the non-defaulting **party** may give **notice** to the defaulting **party** of the termination of this **contract**.
- 10.6. Upon termination by the **employer**, the **employer**:
- 10.6.1 May apply the stipulated **penalty** up to the date of termination where the date for **practical completion**;
- 10.6.2 or revision thereof, has passed;
- 10.6.3 Shall be entitled to use the **retention** amount to remedy **defects** or complete outstanding work and the excess, if any, shall then be refunded to the **contractor**.
- 10.7. Upon termination by the contractor, the employer shall forthwith release the retention amount to the contractor.
- 10.8. The party cancelling this contract shall be entitled to recover expense and/or loss from the other party.
- 10.9. Either party may give notice to terminate this contract without incurring *liability* to the other party where:
- 10.9.1 The **works** has been substantially destroyed regardless of the cause other than by the **party** seeking termination;

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10.9.2 Progress of the **works** has ceased for a continuous period of thirty (30) **calendar days**, or an intermittent period totalling forty-five (45) **calendar days** as a result of a **force majeure event** that directly affects the execution of the **works**.

TERMINATION PROCEDURE

10.10.The parties:

10.10.1 The right to terminate may not be exercised by the **party** in material breach of this **contract**;

10.10.2 Termination of the **works** shall not prejudice any rights a **party** may have.

10.11.Upon termination, the employer:

10.11.1 May use **materials and/or goods** and/or temporary structures on the **site** for which payment shall be included in the **final account**;

10.11.2 May employ others to safeguard the **works** and rectify **defects** in that portion of the **works** executed by the **contractor**. The **contractor** shall be liable to the **employer** for such costs that shall be included in the **final account**;

10.11.3 May recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the remaining work where the **contractor** has been in default;

10.11.4 In consultation with the contractor, where possible, compile and issue a status report recording completed and incomplete work on the date of termination of the works within ten (10) business days of such date;

10.11.5 Prepare and issue the **final account** to the **contractor** within twenty (20) **business days** of the date of termination including the cost of **materials and/or goods** and those ordered before termination that the **contractor** is bound to accept and make payment.

10.12.Upon termination, the contractor shall:

10.12.1 Cease work and ensure that the **works** are safe in terms of the law;

10.12.2 Remove temporary structures and/or **construction equipment** from the **site** as soon as practical or it is safe to do so;

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10.12.3 Remain responsible for the **works** until possession of the **site** is relinquished to the **employer**.

10.13. This clause (10.0) shall, to the extent necessary to fulfil its purpose, exist independently of this **contract**.

11. DISPUTES

SETTLEMENT BY THE PARTIES

11.1. In the event of any disagreement arising under this contract, the **parties** shall attempt to resolve the disagreement between them by negotiation within *five* (5) **business days** of the occurrence of the event and record such resolution in writing and *give* the agreement effect by signing it.

11.2. Where the disagreement is not resolved within the period the disagreement shall be deemed to be a dispute.

MEDIATION

11.3. In the event of a dispute the **parties** may, by agreement, refer the dispute to mediation.

11.4. The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the **parties**.

11.5. The **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.

ADJUDICATION

11.6. Where the dispute has not been referred to mediation such dispute may be referred to adjudication by either **party**.

11.7. The appointment of the adjudicator and the adjudication process shall be in accordance with the latest **JBCC®** Adjudication Rules.

ARBITRATION

11.8. Where the dispute is referred to arbitration, the **parties** shall agree on the appointment of the arbitrator, failing which the arbitrator shall be nominated by the nominating body **[CD]** and once nominated shall forthwith be appointed by the **parties**.

11.9. The applicable rules shall be stated **[CD]** or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator.

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GENERAL

11.10.The parties shall continue to perform their obligations in terms of this contract, notwithstanding that a disagreement or dispute exists between them.

11.11.This clause (11.0] shall, to the extent necessary to fulfil its purpose, exist independently of this contract.

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12. CONTRACT DATA

The **contract data** contains all the variables referred to in this document. Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **contract data**

The **contract data** is divided into two categories. The first category must be completed in full by the **employer** and included in the tender documents. The second category is to be completed by the tenderer including his/her tender amount. Both categories form part of this **contract** agreement

12.1. INFORMATION BY THE EMPLOYER

Project Information

12.1.1 Employer [1.1]

Name	Gap Infrastructure Corporation (Pty) Ltd		
Contact Person	Ian Connellan	Telephone Number	012 881 0210
E-mail	ianC@gic.co.za	Mobile Number	
Postal Address	P.O.Box 68329, Highveld, Centurion		
		Postal Code	0169
Physical Address	35 Tegel Avenue, Highveld, Centurion		
		Postal Code	0157

12.1.2 Agent [1.1]

Name	N/A		
Contact Person		Telephone Number	
E-mail		Mobile Number	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

12.1.3 Works [1.1]

Project name	NEW ENGLISH MEDIUM SECONDARY SCHOOL: CONTAINERS		
Reference number	251002CE		
Works description	THE SUPPLY AND ERECTION OF MOBILE CLASSROOMS, OFFICE AND ABLUTION UNITS FOR THE TEMPORARY FACILITIES.		

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12.1.4 Site [1.1]

Erf / stand number	A portion of Portion 84 of the Farm Bultfontein 80, Kimberley RD.
Township / suburb	A portion of Portion 84 of the Farm Bultfontein 80, Kimberley RD.
Site address	A portion of Portion 84 of the Farm Bultfontein 80, Kimberley RD.
Local authority	Sol Plaatje Local Municipality, Kimberley, Northern Cape

12.1.5 Documents [1.1, 1.4]

Bills of quantities: System/ method of measurement [1.1]	
Number of copies of construction information issued to the contractor at no cost [1.4.3]	Nil

Documents comprising the contract	Page numbers
The JBCC ® Small and Simple Works Contract, Edition 1.0 May 2020	1 to 16
The JBCC ® General Preliminaries	1 to 7

12.1.6 Insurances [2.0]

Insurances by contractor		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New works [2.1] (contract sum or amount)		
or	Works with alterations and additions [2.1] (reinstate value of existing structures with or including new works)		
	Direct contractors [4.0], where applicable, to be included in the contract works insurance		
	Free issue [3.1.6], where applicable, to be included in the contract works insurance		
Total of the above contract works insurance amount			
South African Special Risk Insurance Association (SASRIA) [2.1]			
Public liability insurance [2.1]			
Other insurances			
Yes/no?		If yes, description 1	

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12.1.7 Specific requirements of the employer [3.1]

Existing premises will be in use and occupied [3.1.3]	Yes/no?	No
If yes, description		
Restriction of working hours [3.1.3]	Yes/no?	No
If yes, description		
Natural features and known services to be preserved by the contractor [3.1.3]	Yes/no?	No
If yes, description		
Restrictions to the site or areas that the contractor may not occupy [3.1.3]	Yes/no?	No
If yes, description		
Supply of free issue (3.1.6)	Yes/no?	No
If yes, description		

12.1.8 Direct contractors [4.0]

Type and extent of work/ installation description [4.1]	Estimated value
N/A	

12.1.9 Possession of site [3.1.1] practical completion [3.2.3] and penalties [9.6]

Practical completion for the works	Intended date of possession of the site [3.1.1]	Date for practical completion [3.2.3]	Penalty [9.6]
	date	date	Penalty amount per calendar day (excl. tax)
	5 January 2026	5 January 2026	R2 000.00 per day to a maximum limit 10% of the contract amount

12.1.10 Payment [5.0]

Date of month for issue of regular payment certificates [5.1]			
Percentages payable for work executed in stages of construction, if applicable (5.4)	Yes/no?	No	Stage 1: % Stage 2: % Stage 3: % Stage 4: % 100%

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12.1.11 Dispute resolution [11.0]

Arbitration: Name of nominating body [11.8]	Association of Arbitrators South Africa
Arbitration: Applicable rules [11.9]	Association of Arbitrators South Africa latest Arbitration Rules

JBCC® General Preliminaries - Selections

Provisional bills of quantities [P2.2]		Yes/no?		Yes
Availability of construction information [P2.3]		Yes/no?		Yes
Previous work - dimensional accuracy – details [P3.1]		N/A		
Previous work - defects - details [P3.2]		N/A		
Inspection of adjoining properties - details [P3.3]		N/A		
Enclosure of the works - specific requirements [P4.2]		N/A		
Geotechnical and other investigation – specific requirements [P4.3]		N/A		
Existing premises occupied - details [P4.5]		No		
Services - known - specific requirements [P4.6]		N/A		
Water [P8.11]	By contractor	Yes/no?	N/A	
	By employer	Yes/no?	YES	Supplier to provide own
	By employer - metered	Yes/no?	N/A	
Electricity [P8.2]	By contractor	Yes/no?	YES	Supplier to provide own power source to assemble classrooms Solar panel installation part of scope of works
	By employer	Yes/no?	N/A	
	By employer - metered	Yes/no?	N/A	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	YES	Supplier to provide own
	By employer	Yes/no?	N/A	
Communication facilities - specific requirements [P8.4]			N/A	
Protection of the works – specific requirements [P11.1]		Security on site		
Protection / isolation of existing works – specific requirements [P11.2]		N/A		
Disturbance - specific requirements [P11.5]		N/A		
Environmental disturbance - specific requirements [P11.6]		N/A		

Changes made to JBCC® Documentation

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Reference may be made to other documents forming part of this **contract**

Changes have been incorporated into the contract.

Tender closing

Tender closing date	10 November 2025	Time	11h00
Tender submission address	tenders@gic.co.za ; GIC, Agri Business Park, Cape Town Road, Kimberley, 8301		
Tender may be submitted by email	yes/no?	YES	Email tenders@gic.co.za

12.2. INFORMATION BY THE CONTRACTOR

Project Information

12.2.1 Contractor [1.1]

Name			
Contact Person		Telephone Number	
E-mail		Mobile Number	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

12.2.2 Annual holiday period during construction period

Contractor's annual holiday period	start date		end date	
---	------------	--	----------	--

12.2.3 Tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** within the **construction period** and to remedy any **defects** in conformity with the **construction information** for the tender amount stated

The tender shall remain in full legal force for thirty (30) **calendar days** from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the **employer** should the tender validity period not be honored

The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such a

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decision

12.2.4 **Tender amount compilation**

Tenderer’s work excluding tax			
Tax		%	
Total tender amount including tax			
Total tender amount including tax , in words			

Signature	Tenderer who by signature hereto warrants authority		Place		
Name		Capacity		Date	

Signature	Witness		Place		
Name				Date	

12.2.5 **Tender qualifications**

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13. ACCEPTANCE OF THE EMPLOYER AND CONTRACTOR

THE EMPLOYER

THUS, DONE AND SIGNED

AT _____ ON _____ 20 _____

WITNESSES

1. _____
Full Name:

1. _____
Full Name: For and on behalf of the **Employer**
being duly authorized.
Full Name:

THE CONTRACTOR

THUS, DONE AND SIGNED

AT _____ ON _____ 20 _____

WITNESSES

1. _____
Full Name:

1. _____
Full Name: For and on behalf of the **Contractor**
being duly authorized.
Full Name: