



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TENDER DID : DID 07/03/2026

This serves to confirm that the tender document and BOQ has been approved as correct and ready for advertisement.

Approved by:

Name:

Signature

Date



EXPANDED PUBLIC WORKS PROGRAMME

GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT:
CHIEF DIRECTORATE - EDUCATION INFRASTRUCTURE**

TENDER DID : DID 07/03/2026

PROCUREMENT DOCUMENTS

FOR

ADDITIONS AND REFURBISHMENTS OF g-Fleet - PHASE 2 - STAGE 1

AT

G-FLEET BEDFORDVIEW COMPLEX

IN

CITY OF EKURHULENI METROPOLITAN MUNICIPALITY

BEDFORDVIEW, GERMISTON, JOHANNESBURG

GAUTENG

ISSUED BY:

Department of Infrastructure Development:
Chief Directorate Education Infrastructure
Private Bag X83
Marshalltown
2107

FILE TBC

NAME OF TENDERING ENTITY:

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:

R



**PART A
INVITATION TO BID
SBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT					
BID NUMBER:	DID 07/03/2026	CLOSING DATE:	27-Mar-26	CLOSING TIME:	11:00 am
DESCRIPTION:	ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2, STAGE 1				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT					
GROUND FLOOR CORNERHOUSE BUILDING					
CORNER COMMISSIONER AND PRIXLEY KA ISAKA SEME (SAUER) STREET					
MARSHALLTOWN, JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Gopolang Monkwe		CONTACT PERSON	Mr. Jabulane Nkosi	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Gopolang.monkwe@gauteng.gov.za		E-MAIL ADDRESS	jabulani.nkosi@gauteng.gov.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 STATUS PIN:		OR	CSD NUMBER:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?		Yes No [IF YES ANSWER FOREIGN SUPPLIERS]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				YES	NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?				YES	NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				YES	NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?				YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.					



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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 WHO ARE PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:
CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)
.....
DATE:



INVITATION TO TENDER

Short description of requirements:	ADDITIONS AND REFURBISHMENTS OF G-FLEET PHASE 2	
Tender number:	DID 07/03/2026	
Tender validity period:	90 calendar days	
Tender documents available from (date): 06 March 2026	e-Tender publication portal of National Treasury or GPG e-tender portal https://www.etenders.gov.za OR http://e-tenders.gauteng.gov.za	
Price of tender documents:	N/A	
Tender closing date:	27-Mar-26	
Tender closing time:	11:00 am	
Address for submission of tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown, Johannesburg	
Compulsory pre-bid meeting/site meeting:	Meeting address:	g-FleeT Management, 76 Boeing Road East Bedfordview JOHANNESBURG Latitude: -26.167043 Longitude: 28.136219
	Date of meeting:	12-Mar-26
	Time of meeting:	10:00 am
Tender Evaluation Steps:	<ol style="list-style-type: none"> 1) Mandatory / Compulsory Administrative Requirements 2) Other Admin Requirements Applicable to this Procurement 3) Functionality 4) Price 5) Preference Points System 6) Objective Criteria 	
MANDATORY / COMPULSORY REQUIREMENTS <i>(Failure to submit / meet or comply with the following requirements constitute automatic disqualification of tender offer)</i>	Only Tenderers having a Valid CIDB Grade of 8GB or Higher will be considered for Evaluation (bidders to provide a copy of the CIDB certificate, with the CRS Numbers)(the validity will be confirmed online).	
	Fully completed and signed jobs creation form in the tender document, indicating the number of jobs that will be created. The minimum number of job opportunities to be created is 451.	
	Submission of completed and signed SBD Forms (SBD1, SBD3.1, SBD4 and Integrity Pack)	
	Proof of Registration and Good Standing with the Compensation for Occupational Injuries and Diseases Act (COIDA): The bidder must submit a valid Letter of Good Standing issued by either: <input type="checkbox"/> The Compensation Fund (Department of Employment and Labour), or <input type="checkbox"/> The Federated Employers Mutual Assurance Company (FEM) (for employers registered in the construction industry). NB: The proof of registration and good standing must be valid as at the closing date of the tender.	
	Submission of fully completed and signed form of offer and acceptance and fully priced BOQ	
	Only tenderers who attended a compulsory site briefing session will be considered for evaluation (bidders must sign the site briefing attendance register)	
	Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and should be signed by all parties involved and must detail the percentage (%) revenue split between the parties and portion/s of work to be shared (if applicable) NB: Note: Each JV partner must meet all individual mandatory requirements, i.e. CIDB (Each member of the JV must be registered with CIDB (CIDB grading may be combined under CIDB rules), SBD 4's, proof of registration with COIDA and Financial Risk Matrix). NB: Failure of any JV partner to meet the mandatory requirements will result in disqualification of the entire JV.	
	Submission of indicative construction programme FINANCIAL RISK MATRIX	
	Bidders must meet the following financial capability requirements to ensure they can undertake the project without financial constraints. Compliance with the required documentation will be assessed on a pass/fail basis. Failure to submit any one of these documents will result in disqualification.	

1.1 ANNUAL FINANCIAL STATEMENTS:

Submission of latest Annual Financial Statements (AFS) for the last three financial years (3years). Each set of the statements must include the following:

- Statement of financial position.
- Statement of financial performance.
- Cashflow statements.
- Statement of changes in equity
- Disclosure notes.

The AFS must be a full set for each Financial Year.
 The most recent set of AFS should cover the most recent financial year.
 The AFS must be clear on whether they are "audited, independently reviewed, or compiled, as per the companies' Act Regulation 28 and PSI thresholds".
 In terms of Regulation 28 of the Companies Regulations, a company is required to have its annual financial statements audited if it's public interest score in that financial year, as calculated in accordance with regulation 26(2)-

•Is 350 or more, or
 •Is at least 100, and the financial statements were internally compiled (i.e., when financial statements are prepared by the company's own employees or directors, rather than by an independent professional accountant)."

The independent reviewer may not be the same individual who was involved in the preparation of the said annual financial statements and who acted as the independent accounting professional with respect to those annual financial statements

COMPANY AUDIT & REVIEW REQUIREMENTS (PIS SCORE)

Company type	Audit required	Independent review required	Compilation sufficient
Public companies (Ltd) – listed companies	<input checked="" type="checkbox"/> - Yes	No	No
State owned companies (SOC Ltd)	<input checked="" type="checkbox"/> - Yes	No	No
Non-profit companies (certain cases)	<input checked="" type="checkbox"/> - Yes	No	No
Private company and Close corporation – PIS ≥ 350	<input checked="" type="checkbox"/> - Yes	No	No
Private company and Close corporation – PIS 100 -349 (internally compiled)	<input checked="" type="checkbox"/> - Yes	No	No
Private company and Close corporation – PIS 100 -349 (independently compiled)	No	<input checked="" type="checkbox"/> - Yes	No
Private company and Close corporation – PIS < 100 (Not owner managed)	No	<input checked="" type="checkbox"/> - Yes	No
Private company and Close corporation – PIS < 100 (Owner managed)	No	No	<input checked="" type="checkbox"/> - Yes

*** PSI – Public Interest Score**

1.2 PIS (PUBLIC INTEREST SCORE)

Bidders are required to disclose their PIS on the table below to enable the Department to assess compliance with statutory requirements relating to financial reporting and assurance.

FACTOR	RATING	INPUT	SCORE
Average number of employees	1 employee = 1 point	.....	.....
Total outstanding third-party liabilities	R1 million (or part thereof) = 1 point	.....	.....
Total turnover, excl. VAT	R1 million (or part thereof) = 1 point	.....	.....
Total number of individual shareholders	1 shareholder = 1 point	.....	.....
Total Score			.....

1.3 FINANCIAL CAPABILITY RATIOS

The submitted annual financial statements (AFS) that meet the required criteria will be used for analysis of ratios.

The AFS will be assessed based on the following ratios:

FINANCIAL CAPABILITY RATIOS:

Ratio	Formula	Threshold
Liquidity Ratio (Current Ratio)	Current Assets ÷ Current Liabilities	≥ 1.2
Solvency Ratio (Debt-to-Equity)	Total Liabilities ÷ Total Equity	≤ 3.0
Net Profit Margin	(Net Profit after Tax ÷ Revenue) × 100	≥ 5%

	<p>Note to Bidders</p> <ul style="list-style-type: none"> •The Department will calculate the above ratios from the submitted AFS. •The threshold will be an average calculated over the three (3) financial years as provided by the bidders •The financial ratios will be utilized for the purpose of conducting a financial risk assessment and to provide the Department with an indication of the bidder's financial capacity. The department reserves the right not to award the project to a bidder who do not meet the minimum thresholds for the specified ratios.
	<p>1.4.BANK & FINANCIAL INSTITUTION SUPPORT</p> <p><input type="checkbox"/> Bank Rating Letter</p> <ul style="list-style-type: none"> •The bidder must submit a bank rating letter indicating a rating of A, B or C. •The letter must be issued by a registered South African bank and stamped accordingly. <p><input type="checkbox"/> Latest Six (6) Months' Bank Statements</p> <ul style="list-style-type: none"> •Submission of the latest six (6) months' bank statements to verify cash flow and financial activity. Statements must be stamped by the bank (South African) <p><input type="checkbox"/> Bank Guarantee Commitment</p> <ul style="list-style-type: none"> •Submission of a letter of intent to provide bank guarantees of 5% of the offer (inclusive of VAT) from the bank duly registered in terms of the Banks Act No 94 of 1990. The successful bidder shall, within twenty-one (21) calendar days of receipt of the Letter of Appointment, submit to the Employer an original bank guarantee in accordance with the provisions of the Contract Data.
	<p>NB:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Bank rating must be as per the requirement above, failure to which the bidder will be disqualified. <input type="checkbox"/> Bank statements must be valid as per requirement above, failure to which the bidder will be disqualified. <input type="checkbox"/> Bank Guarantee must be as per the requirement above. Failure to submit the required Bank Guarantee within the prescribed or extended period may result in withdrawal of the award and termination of the contract at the contractor's cost.
	<p>1.5 WORKLOAD & FINANCIAL COMMITMENTS</p> <p>Ongoing Project Commitments Report</p> <p>Bidders must submit a detailed project status report, indicating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Current projects being undertaken. <input type="checkbox"/> Project values and percentage of completion. <input type="checkbox"/> Projected completion dates. <input type="checkbox"/> Projected cashflow <input type="checkbox"/> Financial commitments and analysis attached to those projects. <p>If the bidder has no active projects, they must submit a letter signed by an authorized company representative confirming this.</p> <p>NB: Only the submission of the reports is mandatory. The ongoing projects reports will not be applied as disqualification criteria. They will be utilised solely for the purpose of conducting a Risk Assessment of the bidder's capacity to carry out the project.</p>
	<p>IMPORTANT:</p> <p>Verification of Financial Information</p> <p>All financial documents submitted in response to these requirements will be subject to a thorough verification process to ensure authenticity and compliance. The Employer reserves the right to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Verify the accuracy and validity of financial statements and other documentation with vetting unit, including the issuing banks, auditors and regulatory bodies, <input type="checkbox"/> Conduct independent assessments to confirm the bidder's financial stability and liquidity position, <input type="checkbox"/> The overall results of the Financial Risk Matrix will not be used as a disqualification criteria, <input type="checkbox"/> The disqualification will only apply if the documents don't meet the criteria specified above..

<p>Administrative compliance that will be applicable to this procurement (Bidders will not be disqualified for not submitting these documents)</p>	Proof of Registration with CSD (CSD report or MAAA number)
	Submission of a valid Tax Compliance status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
	Submission of latest CIPC company registration documents (must be certified and the certification must not be more than 3 months old and must be in business.
	Submission of ID copies for Directors / shareholders / members / owners
	Submission of completed and signed SBD 6.1 preference claim form together with the stated supporting documents to substantiate preference points claimed.
<p>NB: In case of a JV, each party must submit documents in respect of each party.</p>	

<p>Functionality requirements: Tenders will be evaluated for functionality and bidders must meet a minimum functionality threshold of 75 points . Tenderers scoring less than 75 points will be disqualified. The functionality criteria and maximum score in respect of each of the criteria are as follows:</p>	<p>Functionality total weight points:</p>	100 Points		
	<p>Minimum Functionality Score</p>	75 Points		
	<p>Main functionality criteria:</p>	<p>Sub criteria</p>	<p>Points allocation for sub-criteria</p>	<p>Weighting factor:</p>
	<p>1.Company Experience</p> <p>Demonstrated experience of tendering entity with respect General Building Construction Works.</p>	<p>The following documentation must be submitted:</p> <ul style="list-style-type: none"> •Five (5) practical or final completion certificates for completed projects of a similar nature and scope, •Five (5) corresponding appointment letters on the client's official letterhead, •Five (5) corresponding reference letters from the clients on the clients' letterhead for the same projects. 	<p>40 Points</p>	<p>40 Points</p>

<p>•Four (4) practical or final completion certificates for completed projects of a similar nature and scope, •Four (4) corresponding appointment letters on the client's official letterhead, •Four (4) corresponding reference letters from the clients on the clients' letterhead for the same projects.</p>	<p>30 Points</p>
<p>•Three (3) practical or final completion certificates for completed projects of a similar nature and scope, •Three (3) corresponding appointment letters on the client's official letterhead, •Three (3) corresponding reference letters from the clients on the clients' letterhead for the same projects.</p>	<p>20 Points</p>
<p>•Two (2) practical or final completion certificates for completed projects of a similar nature and scope, •Two (2) corresponding appointment letters on the client's official letterhead, •Two (2) corresponding reference letters from the clients on the clients' letterhead for the same projects.</p>	<p>10 Points</p>
<p>•One (1) practical or final completion certificates for completed projects of a similar nature and scope, •One (1) corresponding appointment letters on the client's official letterhead, •One (1) corresponding reference letters from the clients on the clients' letterhead for the same projects.</p>	<p>05 Points</p>
<p>•Zero (0) practical or final completion certificates for completed projects of a similar nature and scope, •Zero (0) corresponding appointment letters on the client's official letterhead, •Zero (0) corresponding reference letters from the clients on the clients' letterhead for the same projects.</p>	<p>0 Points</p>
<p>REQUIREMENTS TO BE MET FOR THE REFERENCE LETTERS AND THE COMPLETION CERTIFICATES.</p> <p>1.The submitted projects must meet the following minimum threshold: •Only General Building projects that are R 60 000 000.00 and above will be considered.</p> <p>2.Reference letters must: •Be on the clients' official letterhead and include contact details. •Be signed,</p> <p>3.The appointment letters should be on the clients' official letterhead</p> <p>NB: Practical or final completion certificates for completed projects of a similar nature and scope, without corresponding appointment letters on the client's official letterhead, corresponding signed reference letters from the clients on the client's official letterhead including contacts details for the same projects will not be considered for scoring purposes. Points for company experience sub-criterion will be forfeited. In a case of sub-contracting, the bidder will have to furnish the original appointment letter of the main contractor (completion letter from the main client is not required)</p>	

2.Key Staff : Key Staff refers to professionally qualified and registered personnel required to execute the scope of infrastructure construction works. The composition is based on the CIDB grading of the bidder:

1. KEY STAFF COMPOSITION		40 Points													
<p>•Professional Construction Project Manager/ Professional Construction Manager - Qualification: B Tech / Degree (NQF 7 or higher) in built environment - Registration: SACPCMP</p>															
<p>•Professional Construction Health and Safety Officer - Qualification: Diploma(NQF 6) or advanced diploma/ Degree (NQF 7 or higher) in Occupational Health and Safety, Safety Management, Environmental Health and Safety, or a related Built Environment field or related field - Registration: SACPCMP</p>															
<p>•Professional Quantity Surveyor - Qualification: B Tech / Degree (NQF 7 or higher) in Quantity Surveying - Registration: SACQSP</p>															
<p>Professional Civil/ Structural Engineer.Qualification: BSC/ BEng Civil Engineering (NQF 7 or higher) in Engineering Field - Registration: ECSA</p>															
<p>2. SUBMISSION REQUIREMENTS Bidders are required to submit the following for each Key Staff member: Bidders are required to submit the following for each Key Staff member: •Detailed CV •Certified copies of academic qualifications •Certified proof of professional registration •Foreign based qualifications should be supported by a valid South African Qualification Authority Certificate. Proof of employment (must be in the form of a stamped appointment letter from the employer) (NB: the department reserve the right to directly confirm the employment with the employee)</p>															
<p><i>(All copies of qualifications and professional registrations must be certified as true copies of the original documents by a Commissioner of Oaths, Notary Public, or a recognized regulatory body, with certification dated within the last six (6) months from the tender closing date). The Department reserves the right to verify the authenticity of qualifications and professional registration.</i></p>															
<p>NB: Bidders must submit all the documents as per item 2 requirements, failure to which they will forfeit all points. Failure to submit all required Key Staff as specified will result in forfeiture of all points for this criterion.</p>															
<p>3. EVALUATION CRITERIA – KEY STAFF EXPERIENCE</p>															
<p>Professional Construction Project Manager/ Professional Construction Manager (10 Points)</p> <table border="1"> <thead> <tr> <th>Post-Registration Experience</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>10 years or more</td> <td>10</td> </tr> <tr> <td>7 to less than 10 years</td> <td>7</td> </tr> <tr> <td>5 to less than 7 years</td> <td>5</td> </tr> <tr> <td>3 to less than 5 years</td> <td>3</td> </tr> <tr> <td>1 to less than 3 years</td> <td>1</td> </tr> <tr> <td>Less than 1 year</td> <td>0</td> </tr> </tbody> </table>			Post-Registration Experience	Points	10 years or more	10	7 to less than 10 years	7	5 to less than 7 years	5	3 to less than 5 years	3	1 to less than 3 years	1	Less than 1 year
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1 to less than 3 years	1
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4. IMPORTANT NOTES
•The team must comprise of the following:
- Professional Construction Project Manager/ Professional Construction Manager
- Professional Construction Health and Safety Officer
- Professional Quantity Surveyor
Professional Civil/ Structural Engineer

•Failure to submit all required Key Staff as specified will result in forfeiture of all points for this criterion. Candidates will not be accepted. Bidders must submit all the documents as per item 2 above named "Submission Requirements", failure to which they will forfeit all points for this criterion. The professional registration must be valid as at the time of the closing date. All professional registrations will be confirmed through the respective professional body websites.

3.Plant and Equipment	<p>AVAILABILITY OF PLANT AND EQUIPMENT:</p> <p>Points are allocated for the availability of key required plant and equipment for the project in consideration.</p> <p>-Basic equipment – 04 Points -above basic equipment – 16 Points NB: Combination of basic and above basic equipment – 20 Points</p> <p>1) Basic Equipment Requirements Two (2) Ton truck/bakkie</p> <p>NB: (Proof of ownership for the 2 Ton truck/ bakkie must be attached, no proof of lease will be accepted. The item has to be owned)</p> <p>2) Above Basic Equipment Requirements (any of the below): * 1 x TLB (4 Points) * 2 x 6 cube Tipper truck or bigger (4 Points/ 2 points each) * 1 x 4 Ton truck or bigger (4 Points) * 1 x Excavator (4 Points) (Or any other yellow plant) NB: Bidders to own or lease any of the above basic requirements. The numbers stated on the left of each equipment is a minimum number required. A bidder will score 16 points if they own/ have proof of lease for all the <u>above basic equipment</u>, if not, points will be allocated as indicated.</p> <p><i>Schedule of Plant and Equipment (Proof of ownership must be attached or for leased/ hired plant and equipment, a letter of intent to hire must be signed by the supplier.</i></p> <p>REQUIRED SUPPORTING DOCUMENTS: • Proof of Ownership: - Original RC1 certificate (a copy of RC1 vehicle registration certificate issued by the National Traffic Information System (Natis), in the name of the bidder) – This applies to both the "Basic Equipment Requirement" (2 Ton truck/ bakkies) and above Basic Equipment Requirement) • Proof of hire/ lease - Signed Letter of intent for lease or hire – This applies to the "Above Basic Equipment Requirements".</p> <p>Important Note: Failure to provide acceptable proof of ownership/ leasing will result in zero points being awarded for that equipment item.</p>	20 Points
TOTAL FUNCTIONALITY POINTS		100 POINTS

Applicable PPPFA point system:	PREFERENCE POINT SYSTEM	POINTS
	Price	90
	Specific Goals	10
SPECIFIC GOALS:	<p>The Department will be applying the preference point system in accordance with or Regulation 4 of the Preferential Procurement Regulations, effective from 16 January 2022, as follows:</p> <p><i>Specific Goals preference points will only apply to bidders who are at least 51% owned. Bidders will be scored up to a maximum of 10 points</i></p> <p>Black People as defined in the BBEE Act No. 53 of 2003</p> <p>Women owned</p>	<p>Mandatory documents to substantiate points claimed.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Beneficial Ownership Declaration <input checked="" type="checkbox"/> Certified ID Copies <input checked="" type="checkbox"/> Shareholders' Certificates / Members' Interest Certificates <input checked="" type="checkbox"/> Company Registration Documents <input checked="" type="checkbox"/> B-BBEE Certificate or Affidavit <p>Points allocation for specific goals</p> <p>All the above, with ID document reflecting race 3 Points</p> <p>All the above, with ID document reflecting 1 Points</p>

		gender	
	Youth owned	All the above, with the ID Copies reflecting age	1 Points
	People with Disabilities (PWD) owned	All the above, including either of the following: 1. Medical certificate from medical practitioner, indicating that the disability is permanent, 2. And/ or The proof of registration with the South African social Security Agency (SASSA), 3. and/ or proof of registration with the National Council for Persons with Physical Disabilities in South Africa (NCPDASA)*	1 Points
	Military Veterans owned	All the above, including Confirmation letter from Dept. of Military Veterans with force number.	1 Points
	Companies based within the boundaries of Gauteng Province	All the above, with the CIPC registration address to confirm location.	1 Points
	Companies based within the boundaries of Ekurhuleni Metropolitan Municipality	All the above, with the CIPC registration address to confirm location.	2 Points
	TOTAL SPECIFIC GOALS POINTS		10 POINTS

Objective criteria	1. SUB-CONTRACTING AS OBJECTIVE CRITERIA
	a) In an effort to ensure that township economy is uplifted, the department may not award a contract to the highest scoring bidder if such bidder is not willing to subcontract portion of work to SMMEs as specified. The department may opt to contract with next /second highest bidder who commit to subcontract at-least 30% of the contract value to SMMEs which are at-least 51% black owned. Therefore, bidders must submit an intent to subcontract as per DID subcontracting requirements reflected below with their tender documents.
	b) SUBCONTRACTING REQUIREMENTS:
	Subcontracting agreement intent must have / reflect or comply with the following: - Intended subcontracting amount or percentage of work, - Description of service subcontracted, - Intended payment condition, and - Be signed by the main contractor authorized person.
	- The intent for subcontracting should be accompanied with affidavit from the contractor's authorized person.
	NB! Any subcontracting intent that lacks/omits any of the above requirements will not be considered and the department reserve the right to determine and impose the number of subcontractors and targeted groups of subcontractors during contracting stage.
	1. RISK MITIGATION CONDITION AS AN OBJECTIVE CRITERIA
	a) The Department reserves the right to not to award a contractor who has a concentration risk or has incomplete projects that are past the completion date within other departments Nationally,
	b) The department reserves the right not to appoint a service provider that has been terminated due to poor performance,
	c) Department has a right to negotiate the price down with the recommended bidder.
d) The Department reserves the right not to award the bid outside market-related rates.	
e) The Department reserves the right to do due diligence to verify if the service provider will have enough funds to execute the project without financial challenges.	
f) The Department reserves the right not to appoint a company that is not in a good financial health, pending the outcome of the key financial ratios that would have been performed by the Department based on the submitted Annual Financial Statements.	
g) the department reserve the right to determine and impose the number of subcontractors and targeted groups of subcontractors during contracting stage.	

Note to tenderers:
This tender is subject to the JBCC 6.2 contract, Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022.

Enquiries general: Ms. Gopolang Monkwe
Gopolang.monkwe@gauteng.gov.za

Enquiries general: Mr. Jabulani Nkosi
jabulani.nkosi@gauteng.gov.za



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

CONTENTS

THE TENDER		Colour	No. of Pages
PART T1 : TENDERING PROCEDURES			
T1.1	TENDER NOTICE AND INVITATION TO TENDER	White	5 pages
T1.2	TENDER DATA	Pink	9 pages
PART T2 : RETURNABLE DOCUMENTS			
T2.1	LIST OF RETURNABLE DOCUMENTS	Yellow	2 pages
T2.2	RETURNABLE SCHEDULES	Yellow	26 pages
	SBD FORMS	Yellow	23 pages
THE CONTRACT			
PART C1 : AGREEMENTS AND CONTRACT DATA			
C1.1	FORM OF OFFER AND ACCEPTANCE	Yellow	3 pages
C1.2	CONTRACT DATA	Yellow	18 pages
C1.3	BANK GUARANTEE	White	3 pages
PART C2 : PRICING DATA			
C2.1	PRICING INSTRUCTIONS	Yellow	2 pages
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	SECTION 2 BILL NO.4 PRECAST CONCRETE		3 pages
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SECTION 3	BILL NO.1 FENCING ETC		7	pages
SECTION SUMMARY - EXTERNAL WORKS			1	pages
SECTION 4	BILL NO.1 BUDGETARY ALLOWANCES		4	pages
FINAL SUMMARY			1	pages

PART C3 : SCOPE OF WORK

C3.1	SCOPE OF WORK	Blue	9	pages
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PART C4 : SITE INFORMATION

C4.1	SITE INFORMATION	Green	1	pages
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ANNEXURES

- A.1 OCCUPATIONAL HEALTH & SAFETY SPECIFICATION
- A.2 BASELINE RISK ASSESSMENT
- B EPWP REQUIREMENTS
- C ARCHITECTURAL TENDER DRAWINGS, REGISTERS & SPECIFICATIONS
- D ELECTRICAL TENDER DRAWINGS , REGISTERS, SPECIFICATIONS & BOQ
- E MECHANICAL TENDER DRAWINGS ,REGISTERS, SPECIFICATIONS & BOQ
- F STRUCTURAL TENDER DRAWINGS, REGISTERS & SPECIFICATIONS
- G GEOTECHNICAL REPORT



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ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part T1.1 Tender Notice and Invitation to Tender

The Department of Infrastructure Development: Chief Directorate STARS Infrastructure of the Gauteng Provincial Government invites tenders for a period of **24 Months at G-fleet Bedfordview Complex**

The works consist of, but not limited to the Refurbishment of Visitors Center, Construction of the new head-office (building K) and Erection of the new gatehouse.

Only contractors who are registered with the CIDB in a grading of 8GB or higher are eligible to tender.

The tender shall remain valid for 90 calendar days from the closing date.

Preferences are offered to tenderers who have HDI/Female/Youth/Disabled, military veterans and people living in Rural or under developed areas Equity ownership, undertake to subcontract work to CIDB registered contractors, have a specific CIDB Contractor Grading Designation, are SMME's or have a head office in the Gauteng Province.

The successful contractor must comply with satisfy EPWP requirements.

Bidders must download tender documents from <https://www.etenders.gov.za> OR <http://e-tenders.gauteng.gov.za>

Queries relating to the technical issues of these documents must be addressed to Mr Jabulani Nkosi. E-mail: jabulani.nkosi@gauteng.gov.za

Queries relating to the compliance issues of these documents must be addressed to Ms. Gopolang Monkwe. E-mail: gopolang.monkwe@gauteng.gov.za

The closing time for receipt of tenders is as per the Invitation to Tender.

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

Tenders must only be submitted on the tender documentation that is issued

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



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement of August 2019 and as amended from time to time. (See www.cidb.org.za).

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

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

The additional conditions of tender are:

C.3.13.1 Tender offers will only be accepted if:

- a) Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:
is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial, capability, reliability, experience and reputation, expertise and personnel, to perform the contract;
- c) has a legal capacity to enter into a contract
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his or her affairs administered by a court or a judiciary officer, has suspended his or her business activities or is subject to legal proceedings in respect of any foregoing;
- e) complies with legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest

Clause number	Tender Data
C.1.1	The employer is the Gauteng Department of Infrastructure Development: Chief Directorate Education Infrastructure of the Gauteng Provincial Government
C.1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Bank Guarantee</p>
	<p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions C2.2 - Provisional Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 - Scope of Work</p> <p>Part C4: Site information</p> <p>C4.1 - Site Information</p> <p>ANNEXURES</p> <p>A.1 - Occupational Health and Safety Specification A.2 - Baseline Risk Assessment B - EPWP Requirements C - Architectural Tender Drawings,Registers & Specification D - Electrical Tender Drawings,Registers,Specifications & BOQ E - Mechanical Tender Drawings,Registers,Specifications & BOQ F - Structural Tender Drawings,Registers & Specification G - Geotechnical Report</p>
C.1.4	<p>The Employer's Agent is :</p> <p>Name: Mr Jabulane Nkosi Address: 18 Rissik Street, Marshalltown, Johannesburg, 2107 Tel: 0609832690 Fax: E-mail: jabulane.nkosi@gauteng.gov.za</p>
C.2.1	Only those tenderers who can demonstrate that they will have in their management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

C.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 8 GB class of construction work and to coincide with the proposed tender advertisement, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB;
	<ol style="list-style-type: none"> 2. the lead partner has a contractor grading designation in the 8 GB class of construction work; or not lower than one level below the required grading designation in the class of works under considerations and possess the required recognition status 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 8 GB class of construction work and to coincide with the proposed tender advertisement, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2	<p>Compensation of Tendering</p> <p>The tenderer accepts that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
C.2.7	<p>The clarification meeting is as per the invitation to tender.</p> <p>The arrangements for a compulsory clarification meeting are as stated in the Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda, if any, will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>

C.2.12	No alternative tender offers will be considered						
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, and no copies stated in the tender data, with an English translation of any documentation in a language other than English. Hard copies of the Tender document must be submitted unless otherwise stated.						
C.2.13.6	A two-envelope procedure will not be followed						
C.2.14	Tenderer are to ensure that the employer receives the tender offer at the address specified in the Tender notice and invitation to tender not later than the closing time stated in the tender data. Telegraphic, telephonic, telex or facsimile tender offers will not be accepted.						
C.2.16	The tender offer validity period is 90 Calendar days						
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.						
C.2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.						
C.2.20	The tenderer is required to submit with his tender a letter of intent to provide bank guarantees of 5% of the offer (inclusive of VAT) from the bank duly registered in terms of the Banks Act No 94 of 1990. The successful bidder shall, within twenty-one (21) calendar days of receipt of the Letter of Appointment, submit to the Employer an original bank guarantee in accordance with the provisions of the Contract Data. Failure to submit the required Bank Guarantee within the prescribed period may result in withdrawal of the award and termination of the contract at the contractor's cost.						
C.2.23	The tenderer is required to submit with his tender a valid Tax Clearance Certificate and/or a Tax Compliance Status (TCS) PIN in the name of the tendering entity as issued by the South African Revenue Services						
C.3.4	Tenders will be opened immediately at 11:00 hrs on the bid closing date.						
C.3.11	<p>The procedure for the evaluation of responsive tenders is Method 2</p> <p>Method 2: Functionality, Price and Preference</p> <p>1) Score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.</p> <p>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score of 75 points for functionality.</p> <p>3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.</p> <p>The apportionment for the evaluation will be:</p> <table border="1" data-bbox="331 1603 1455 1675"> <tr> <td>(a) Financial offer</td> <td></td> <td>90</td> </tr> <tr> <td>(b) Preference</td> <td></td> <td>10</td> </tr> </table> <p>4 a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):</p> $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	(a) Financial offer		90	(b) Preference		10
(a) Financial offer		90					
(b) Preference		10					

Where P_s = Points scored for comparative financial offer of the submission under consideration
 P_t = Comparative financial offer of the submission under consideration
 P_{min} = Comparative financial offer of lowest acceptable submission

The Department will be applying the preference point system in accordance with or Regulation 4 of the Preferential Procurement Regulations, effective from 16 January 2022, as follows:

4b) Points must be awarded to a tender for the mandatory supporting documentation in accordance with the table below:

Specific Goals: (Specific Goals preference points will only apply to bidders who are at least 51% owned. Bidders will be scored up to a maximum of 10 points)	Mandatory documents to substantiate points claimed.	Points allocation for specific goals
	<input checked="" type="checkbox"/> Beneficial Ownership Declaration <input checked="" type="checkbox"/> Certified ID Copies <input checked="" type="checkbox"/> Shareholders' Certificates / Members' Interest Certificates <input checked="" type="checkbox"/> Company Registration Documents <input checked="" type="checkbox"/> B-BBEE Certificate or Affidavit	
Black People as defined in the BBBEE Act No. 53 of 2003	All the above, with ID document reflecting race	3 Points
Women owned	All the above, with ID document reflecting gender	1 Points
Youth owned	All the above, with the ID Copies reflecting age	1 Points
People with disabilities owned	All the above, including either of the following: 1. Medical certificate from medical practitioner, indicating that the disability is permanent, 2. And/ or The proof of registration with the South African social Security Agency (SASSA), 3. and/ or proof of registration with the National Council for Persons with Physical Disabilities in South Africa (NCPDPSA)*	1 Points
Military Veterans owned	All the above, including Confirmation letter from Dept. of Military Veterans with force number.	1 Points
Companies based within the boundaries of Gauteng Province	All the above, with the CIPC registration address to confirm location.	1 Points
Companies based within the boundaries of Ekurhuleni Metropolitan Municipality	All the above, with the CIPC registration address to confirm location.	2 Points
TOTAL		10 Points

NOTES:

- Specific Goals preference points will only apply to bidders that are at least 51% owned.
- Bidders must submit all the mandatory supporting documentation to qualify for points claimed.
- Failure to submit the required proof will result in the bidder forfeiting the related points.
- This scoring forms part of the 10 points allocated for Specific Goals under the 90/10 preference point system in terms of the Preferential Procurement Regulations, 2022.

4c) A maximum of 10 points may be allocated in accordance with subparagraph 4b)

Tenders will be evaluated for functionality and bidders must meet a minimum functionality threshold of **75 points**. Tenderers scoring less than **75 points** will be disqualified. The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality:	
Functionality total weight points:	100 Points
Minimum Functionality Score	75 Points

Functionality Criteria	Points allocation fo sub criteria	Weighting Factor:
<p>1. COMPANY EXPERIENCE</p> <p>Demonstrated experience of tendering entity with respect General Building Construction Works.</p> <p>The following documentation must be submitted:</p> <ul style="list-style-type: none"> •Five (5) practical or final completion certificates for completed projects of a similar nature and scope, •Five (5) corresponding appointment letters on the client's official letterhead, •Five (5) corresponding reference letters from the clients on the clients' letterhead for the same projects. <ul style="list-style-type: none"> •Four (4) practical or final completion certificates for completed projects of a similar nature and scope, •Four (4) corresponding appointment letters on the client's official letterhead, •Four (4) corresponding reference letters from the clients on the clients' letterhead for the same projects. <ul style="list-style-type: none"> •Three (3) practical or final completion certificates for completed projects of a similar nature and scope, •Three (3) corresponding appointment letters on the client's official letterhead, •Three (3) corresponding reference letters from the clients on the clients' letterhead for the same projects. <ul style="list-style-type: none"> •Two (2) practical or final completion certificates for completed projects of a similar nature and scope, •Two (2) corresponding appointment letters on the client's official letterhead, •Two (2) corresponding reference letters from the clients on the clients' letterhead for the same projects. <ul style="list-style-type: none"> •One (1) practical or final completion certificates for completed projects of a similar nature and scope, •One (1) corresponding appointment letters on the client's official letterhead, •One (1) corresponding reference letters from the clients on the clients' letterhead for the same projects. <ul style="list-style-type: none"> •Zero (0) practical or final completion certificates for completed projects of a similar nature and scope, •Zero (0) corresponding appointment letters on the client's official letterhead, •Zero (0) corresponding reference letters from the clients on the clients' letterhead for the same projects. <p>REQUIREMENTS TO BE MET FOR THE REFERENCE LETTERS AND THE COMPLETION CERTIFICATES.</p> <p>1.The submitted projects must meet the following minimum threshold: <input type="checkbox"/> Only General Building projects that are R 60 000 000.00 and above will be considered.</p> <p>2.Reference letters must:</p> <ul style="list-style-type: none"> •Be on the clients' official letterhead and include contact details. •Be signed, <p>3.The appointment letters should be on the clients' official letterhead.</p>	<p style="text-align: center;">40 points</p> <p style="text-align: center;">40 points</p> <p style="text-align: center;">30 points</p> <p style="text-align: center;">20 points</p> <p style="text-align: center;">10 Points</p> <p style="text-align: center;">05 Points</p> <p style="text-align: center;">0 Points</p>	<p>40 Points</p>

NB: Practical or final completion certificates for completed projects of a similar nature and scope, without corresponding appointment letters on the client's official letterhead, corresponding signed reference letters from the clients on the client's official letterhead including contacts details for the same projects will not be considered for scoring purposes. Points for company experience sub-criterion will be forfeited.
In a case of sub-contracting, the bidder will have to furnish the original appointment letter of the main contractor (completion letter from the main client is not required)

2. KEY STAFF

40 Points

1. KEY STAFF COMPOSITION

Key Staff refers to professionally qualified and registered personnel required to execute the scope of infrastructure construction works. The composition is based on the CIDB grading of the bidder:

•Professional Construction Project Manager/ Professional Construction Manager

- Qualification: B Tech / Degree (NQF 7 or higher) in built environment
- Registration: SACPCMP (South African Council for the Project and Construction Management Professions)

•Professional Construction Health and Safety Officer

- Qualification: Diploma(NQF 6) or advanced diploma/ Degree (NQF 7 or higher) in Occupational Health and Safety, Safety Management, Environmental Health and Safety, or a related Built Environment field or related field
- Registration: SACPCMP

•Professional Quantity Surveyor

- Qualification: B Tech / Degree (NQF 7 or higher) in Quantity Surveying
- Registration: SACQSP (South African Council for the Quantity Surveying Profession)

•Professional Civil/ Structural Engineer

- Qualification: BSC/ BEng Civil Engineering (NQF 7 or higher) in Engineering Field

2. SUBMISSION REQUIREMENTS

Bidders are required to submit the following for each Key Staff member:

- Detailed CV
- Certified copies of academic qualifications
- Certified proof of professional registration
- Foreign based qualifications should be supported by a valid South African Qualification Authority Certificate proof of employment (must be in the form of a stamped appointment letter from the employer) (NB: the department reserve the right to directly confirm the employment with the employee)

(All copies of qualifications and professional registrations must be certified as true copies of the original documents by a Commissioner of Oaths, Notary Public, or a recognized regulatory body, with certification dated within the last six (6) months from the tender closing date). The Department reserves the right to verify the authenticity of qualifications and professional registration.

NB: Bidders must submit all the documents as per item 2 requirements, failure to which they will forfeit all points. Failure to submit all required Key Staff as specified will result in forfeiture of all points for this criterion.

3. EVALUATION CRITERIA – KEY STAFF EXPERIENCE

Professional Construction Project Manager/ Professional Construction Manager (10 Points)

Post-Registration Experience	Points
10 years or more	10 Points
7 to less than 10 years	7 Points
5 to less than 7 years	5 Points
3 to less than 5 years	3 Points
1 to less than 3 years	1 Points
Less than 1 year	0 Points

Professional Construction Health and Safety Officer (10 Points)

Post-Registration Experience	Points
10 years or more	10 Points
7 to less than 10 years	7 Points
5 to less than 7 years	5 Points
3 to less than 5 years	3 Points

1 to less than 3 years	1 Points
Less than 1 year	0 Points
Professional Quantity Surveyor (10 Points)	
Post-Registration Experience	Points
10 years or more	10 Points
7 to less than 10 years	7 Points
5 to less than 7 years	5 Points
3 to less than 5 years	3 Points
1 to less than 3 years	1 Points
Less than 1 year	0 Points

Professional Civil/ Structural Engineer (10 Points)	
Post-Registration Experience	Points
10 years or more	10 Points
7 to less than 10 years	7 Points
5 to less than 7 years	5 Points
3 to less than 5 years	3 Points
1 to less than 3 years	1 Points
Less than 1 year	0 Points

4. IMPORTANT NOTES

•The team must comprise of the following:

- Professional Construction Project Manager/ Professional Construction Manager
- Professional Construction Health and Safety Officer
- Professional Quantity Surveyor
- Professional Civil/ Structural Engineer

•*Failure to submit all required Key Staff as specified will result in forfeiture of all points for this criterion. Candidates will not be accepted. Bidders must submit all the documents as per item 2 above named "Submission Requirements", failure to which they will forfeit all points for this criterion. The professional registration must be valid as at the time of the closing date. All professional registrations will be confirmed through the respective professional body websites*

3.PLANT AND EQUIPMENT

20 Points

Availability of Plant and Equipment:

Points are allocated for the availability of key required plant and equipment for the project in consideration.

-Basic equipment– **04 Points**

-above basic equipment – **16 Points**

NB: Combination of basic and above basic equipment – 20 Points

•Basic Equipment Requirement

2 Ton truck/bakkie (4 Points)

NB: Proof of ownership for the 2 Ton truck/ bakkie must be attached, no proof of lease will be accepted)

•Above Basic Equipment Requirement:

1 x TLB (4 Points)

2 x 6 cube Tipper truck or bigger (4 Points/ 2 points each)

1 x 4 Ton truck or bigger (4 Points)

1 x Excavator (4 Points)

NB: Bidders to own or lease any of the above basic requirements. The numbers stated on the left of each equipment is a minimum number required. A bidder will score 16 points if they own/ have proof of lease for all the above basic equipment, if not, points will be allocated as indicated.

Schedule of Plant and Equipment (Proof of ownership must be attached or for leased/ hired plant and equipment, a letter of intent to hire must be signed by the supplier.

REQUIRED SUPPORTING DOCUMENTS:

REQUIRED SUPPORTING DOCUMENTS:

•Proof of Ownership:

oOriginal RC1 certificate (a copy of RC1 vehicle registration certificate issued by the National Traffic Information System (Natis), in the name of the bidder) – This applies to both the “Basic and Above Basic Requirements”

Important Note:

Failure to provide acceptable proof of ownership/ leasing will result in zero points being awarded for that equipment item.

TOTAL FUNCTIONALITY POINTS

100 Points



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Part T2.1 List of Returnable Documents

1 Returnable Schedules required for tender evaluation purposes (Mandatory)

The tenderer must complete the following returnable schedules as relevant:

•	Only Tenderers having a Valid CIDB Grade of 8GB or Higher will be considered for Evaluation (bidders to provide a copy of the CIDB certificate, with the CRS Numbers)(the validity will be confirmed online).
•	Fully completed and signed jobs creation form in the tender document, indicating the number of jobs that will be created. The minimum number of job opportunities to be created is 451.
•	Submission of completed and signed SBD Forms (SBD1, SBD3.1, SBD4 and Integrity Pack)
•	Proof of Registration and Good Standing with the Compensation for Occupational Injuries and Diseases Act (COIDA): The bidder must submit a valid Letter of Good Standing issued by either: <input type="checkbox"/> The Compensation Fund (Department of Employment and Labour), or <input type="checkbox"/> The Federated Employers Mutual Assurance Company (FEM) (for employers registered in the construction industry). NB: The proof of registration and good standing must be valid as at the closing date of the tender.
•	Submission of fully completed and signed form of offer and acceptance and fully priced BOQ
•	Only tenderers who attended a compulsory site briefing session will be considered for evaluation (bidders must sign the site briefing attendance register)
•	Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and should be signed by all parties involved and must detail the percentage (%) revenue split between the parties and portion/s of work to be shared (if applicable) NB: Note: Each JV partner must meet all individual mandatory requirements, i.e. CIDB (Each member of the JV must be registered with CIDB (CIDB grading may be combined under CIDB rules), SBD 4's, proof of registration with COIDA and Financial Risk Matrix). NB: Failure of any JV partner to meet the mandatory requirements will result in disqualification of the entire JV
•	Submission of indicative construction programme

1.FINANCIAL RISK MATRIX

Bidders must meet the following financial capability requirements to ensure they can undertake the project without financial constraints.

Compliance with the required documentation will be assessed on a pass/fail basis. Failure to submit any one of these documents will result in disqualification

.1.1ANNUAL FINANCIAL STATEMENTS:

Submission of latest Annual Financial Statements (AFS) for the last three financial years (3years). Each set of the statements must include the following:

- Statement of financial position.
- Statement of financial performance.
- Cashflow statements.
- Statement of changes in equity
- Disclosure notes.

The AFS must be a full set for each Financial Year.

The most recent set of AFS should cover the most recent financial year.

The AFS must be clear on whether they are “audited, independently reviewed, or compiled, as per the companies’ Act Regulation 28 and PSI thresholds”.

In terms of Regulation 28 of the Companies Regulations, a company is required to have its annual financial statements audited if it’s public interest score in that financial year, as calculated in accordance with regulation 26(2)-

•Is 350 or more, or

•Is at least 100, and the financial statements were internally compiled (i.e., when financial statements are prepared by the company’s own employees or directors, rather than by an independent professional accountant)."

The independent reviewer may not be the same individual who was involved in the preparation of the said annual financial statements and who acted as the independent accounting professional with respect to those annual financial statements

COMPANY AUDIT & REVIEW REQUIREMENTS (PIS SCORE)

	Company Type	Audit Required	Independent Review Required	Compilation Sufficient
•	Public companies (Ltd) – listed companies	Yes	No	No
•	State owned companies (SOC Ltd)	Yes	No	No
	Non-profit companies (certain cases)	Yes	No	No
•	Private company and Close corporation – PIS ≥ 350	Yes	No	No
•	Private company and Close corporation – PIS 100 -349 (internally compiled)	Yes	No	No
•	Private company and Close corporation – PIS 100 -349 (independently compiled)	No	Yes	No
•	Private company and Close corporation – PIS < 100 (Not owner managed)	No	Yes	No
•	Private company and Close corporation – PIS < 100 (Owner managed)	No	No	Yes

* PSI – Public Interest Score

1.2PIS (PUBLIC INTEREST SCORE)

Bidders are required to disclose their PIS on the table below to enable the Department to assess compliance with statutory requirements relating to financial reporting and assurance.

FACTOR	RATING	INPUT	SCORE
Average number of employees	1 employee = 1 point		
Total outstanding third-party liabilities	R1 million (or part thereof) = 1 point		
Total turnover, excl. VAT	R1 million (or part thereof) = 1 point		
Total number of individual shareholders	1 shareholder = 1 point		
Total Score			

1.3FINANCIAL CAPABILITY RATIOS

The submitted annual financial statements (AFS) that meet the required criteria will be used for analysis of ratios.

The AFS will be assessed based on the following ratios:

RATIO	FORMULAR	THRESHOLD
Liquidity Ratio (Current Ratio)	Current Assets ÷ Current Liabilities	≥ 1.2
Solvency Ratio (Debt-to-Equity)	Total Liabilities ÷ Total Equity	≤ 3.0
Net Profit Margin	(Net Profit after Tax ÷ Revenue) × 100	≥ 5%

Note to Bidders

- The Department will calculate the above ratios from the submitted AFS.
- The threshold will be an average calculated over the three (3) financial years as provided by the bidders
- The financial ratios will be utilised for the purpose of conducting a financial risk assessment and to provide the Department with an indication of the bidder's financial capacity. The department reserves the right not to award the project to a bidder who do not meet the minimum thresholds for the specified ratios.

1.4 BANK & FINANCIAL INSTITUTION SUPPORT

Bank Rating Letter

- The bidder must submit a bank rating letter indicating a rating of A, B or C.
- The letter must be issued by a registered South African bank and stamped accordingly.

Latest Six (6) Months' Bank Statements

- Submission of the latest six (6) months' bank statements to verify cash flow and financial activity. Statements must be stamped by the bank (South African)

Bank Guarantee Commitment

- Submission of a letter of intent to provide bank guarantees of 5% of the offer (inclusive of VAT) from the bank duly registered in terms of the Banks Act No 94 of 1990. The successful bidder shall, within twenty-one (21) calendar days of receipt of the Letter of Appointment, submit to the Employer an original bank guarantee in accordance with the provisions of the Contract Data.

NB:

- Bank rating must be as per the requirement above, failure to which the bidder will be disqualified.
- Bank statements must be valid as per requirement above, failure to which the bidder will be disqualified.
- Bank Guarantee must be as per the requirement above. Failure to submit the required Bank Guarantee within the prescribed or extended period may result in withdrawal of the award and termination of the contract at the contractor's cost.

WORKLOAD & FINANCIAL COMMITMENTS

Ongoing Project Commitments Report

Bidders must submit a detailed project status report, indicating:

- Current projects being undertaken.
- Project values and percentage of completion.
- Projected completion dates.
- Projected cashflow
- Financial commitments and analysis attached to those projects.

If the bidder has no active projects, they must submit a letter signed by an authorized company representative confirming this.

NB: Only the submission of the reports is mandatory. The ongoing projects reports will not be applied as disqualification criteria. They will be utilised solely for the purpose of conducting a Risk Assessment of the bidder's capacity to carry out the project.

IMPORTANT:

Verification of Financial Information

All financial documents submitted in response to these requirements will be subject to a thorough verification process to ensure authenticity and compliance. The Employer reserves the right to:

- Verify the accuracy and validity of financial statements and other documentation with vetting unit, including the issuing banks, auditors and regulatory bodies,
- Conduct independent assessments to confirm the bidder's financial stability and liquidity position,
- The overall results of the Financial Risk Matrix will not be used as a disqualification criteria,
- The disqualification will only apply if the documents don't meet the criteria specified above.

2 Other documents required for tender evaluation purposes

The tenderer must complete the following returnable documents

- Valid Tax Clearance Certificate and/or a Tax Compliance Status (TCS) PIN
- CSD Registration Report
- Occupational Health and Safety Certificate

3 Returnable Schedules that will be incorporated into the contract

- Particulars of Electrical Contractor
- Particulars of Specialist Contractors
- Electrical / Mechanical / Security material and equipment schedules
- Schedule for Imported Materials and Equipment
- Standard Submission Documents
- Schedule of Local Labour Targets
- Certified ID Copies of Directors
- B-BBEE Certification

4 Standard submission documents

- Compulsory Enterprise Questionnaire
- Record of Addenda to tender documents
- Proposed amendments and qualifications
- Certificate of Authority for Joint Ventures/Consortia
- Schedule of Proposed Subcontractors
- Schedule of Exempted Micro Enterprises (EME's) and Qualifying Small Business Enterprises (QSE's)
- Schedule of recently completed and current contracts
- Evaluation Schedule : Tenderer's Experience
- Evaluation Schedule : Experience of Key Staff
- Evaluation Schedule : Project Plan
- Tender Evaluation Schedule
- Bank Guarantee
- Schedule of Materials Offered
- Air Conditioning Material and Equipment Schedule

5 C1.1 Form of Offer and Acceptance

6 C1.2 Contract Data (Part two)

7 C2.2 Provisional Bills of Quantities



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause F.3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Schedule of Proposed Subcontractors

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

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

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

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



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ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Schedule of Exempted Micro Enterprises (EME's) and qualifying small busines enterprises (QSE's)

We notify you that it is our intention to employ the following QSE/EME Subcontractors which are at least 51% owned by black people for work in this contract.

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

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Schedule of recently completed and current contracts

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

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

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

List all current contracts not complete at the time

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



TENDER DID **DID 07/03/2026**

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Schedule of Plant and Equipment

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

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

Quantity (owned or leased)	Description, size, capacity, etc.

Attach additional pages if more space is required

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

Quantity (hired)	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Evaluation Schedule: Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as apposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Bidder must provide completion certificate and appointment letters (on client's letterhead) not older than 10 years on construction projects with contactable references. Failure to submit the completion certificate with the appointment letter, the service provider will forfeit points. **(As indicated under mandatory section)**

The description should be put in tabular form with the following headings

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows

Total Weighting (40)	
40 points	Five (5) practical or final completion certificates for completed projects of a similar nature and scope, Five (5) corresponding appointment letters on the client's official letterhead, Five (5) corresponding reference letters from the clients on the clients' letterhead for the same projects.
30 points	Four (4) practical or final completion certificates for completed projects of a similar nature and scope, Four (4) corresponding appointment letters on the client's official letterhead, Four (4) corresponding reference letters from the clients on the clients' letterhead for the same projects.
20 points	Three (3) practical or final completion certificates for completed projects of a similar nature and scope, Three (3) corresponding appointment letters on the client's official letterhead, Three (3) corresponding reference letters from the clients on the clients' letterhead for the same projects.
10 points	Two (2) practical or final completion certificates for completed projects of a similar nature and scope, Two (2) corresponding appointment letters on the client's official letterhead, Two (2) corresponding reference letters from the clients on the clients' letterhead for the same projects.
05 points	One (1) practical or final completion certificates for completed projects of a similar nature and scope, One (1) corresponding appointment letters on the client's official letterhead, One (1) corresponding reference letters from the clients on the clients' letterhead for the same projects.
0 points	*Zero (0) practical or final completion certificates for completed projects of a similar nature and scope, *Zero (0) corresponding appointment letters on the client's official letterhead, *Zero (0) corresponding reference letters from the clients on the clients' letterhead for the same projects.

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

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Evaluation Schedule: Experience of Key Staff

Key Staff refers to professionally qualified and registered personnel required to execute the scope of infrastructure construction works. The composition is based on the CIDB grading of the bidder (As indicated under mandatory section):

•Professional Construction Project Manager/ Professional Construction Manager

- Qualification: B Tech / Degree (NQF 7 or higher) in built environment
- Registration: SACPCMP (South African Council for the Project and Construction Management Professions)

•Professional Construction Health and Safety Officer

- Qualification: Diploma(NQF 6) or advanced diploma/ Degree (NQF 7 or higher) in Occupational Health and Safety, Safety Management, Environmental Health and Safety, or a related Built Environment field or related field
- Registration: SACPCMP

•Professional Quantity Surveyor

- Qualification: B Tech / Degree (NQF 7 or higher) in Quantity Surveying
- Registration: SACQSP (South African Council for the Quantity Surveying profession)

- Professional Civil/ Structural Engineer Qualification:

- BSC/ BEng Civil Engineering (NQF 7 or higher) in Engineering Field
- Registration: ECSA

2. SUBMISSION REQUIREMENTS

Bidders are required to submit the following for each Key Staff member:

- Detailed CV
 - Certified copies of academic qualifications
 - Certified proof of professional registration
 - Foreign based qualifications should be supported by a valid South African Qualification Authority Certificate proof of employment (must be in the form of a stamped appointment letter from the employer) (NB: the department reserve the right to directly confirm the employment with the employee)
- (All copies of qualifications and professional registrations must be certified as true copies of the original documents by a Commissioner of Oaths, Notary Public, or a recognized regulatory body, with certification dated within the last six (6) months from the tender closing date). The Department reserves the right to verify the authenticity of qualifications and professional registration.
 NB: Bidders must submit all the documents as per item 2 requirements, failure to which they will forfeit all points. Failure to submit all required Key Staff as specified will result in forfeiture of all points for this criterion.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Overview of post graduate / diploma experience (year, organization and position)

The scoring of the experience of key staff will be as follows:

- oProfessional Construction Project Manager/ Professional Construction Manager
- oProfessional Construction Health and Safety Officer
- oProfessional Quantity Surveyor
- oProfessional Quantity Surveyor

Total Weighting (40)	
10 points	10 years or more post registration experience in general building construction works.
7 points	7 to less than 10 years post registration experience.
5 points	5 to less than 07 years post registration experience.
3 points	03 to less than 05 years post registration experience.
1 points	01 to less than 03 years post registration experience.
0 points	Less than 1 years post registration experience.

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Tender Evaluation Schedule

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from summary to Bill of Quantities) R

Part A: Assessing the impact of the tendered data associated with compensation events

Employer's percentage estimate of the difference between tender and outturn cost, excluding percentage additions = %

Estimated Rand difference between tender and outturn cost excluding percentage additions = ① x v / 100 = R

Employer's estimates of contributors to the increases:

Element of the increase	Estimated percentage	Tendered percentages (from Part two of Contract Data)	Adjustment Calculation	Amount (Rand)
People element of the increase		Percentage for people overheads%	③ x column 2 / 100 x column 3 / 100	
Cost of Equipment ex published lists element		Percentage for adjustment for Equipment in the published lists%		
Subcontracted element		Subcontracted fee percentage%		
Direct cost element		Direct fee percentage%		
Subtotal 1 carried to summary				

Employer's estimate of design costs outside the Working Areas:

Category of staff	Hours	Tendered rates (from Part two of Contract Data)	Total (Column 2 x column 3)
Professional engineer or professional engineering technologists		R	R
Technically qualified staff		R	R
Draughts person		R	R
Subtotal for costs			R
Adjustment for design overheads = Subtotal x percentage for design overheads tendered in Part two of the Contract Data (..... %) / 100			R
Subtotal 2 carried to summary			R

Employer's estimate of cost of other Equipment listed in the Contract Data

Description	Hours	Rate (R /hour)	Total
			R
			R
			R
			R
			R
			R
Subtotal 3 carried to summary			R

Subtotal 1	R
Subtotal 2	R
Subtotal 3	R

Additional amount to be added to tendered total of prices to take account of compensation events R _____

Part B: Assessing the impact of the tendered completion date

Tendered *completion date* (from Part two of the Contract Data) weeks
 after the starting date

Employer's estimate of earliest *completion date* weeks
 after the starting date

Employer's estimate of weekly costs relating to completion after estimated earliest *completion date* R / week

Additional amount to be added to tendered total of prices to take account of tendered *completion date*
 = (④ - ⑤) x ⑥ = R

Summary

Tendered total of the Prices (from summary to Bill of Quantities) (⑦)	R
Additional amount to be added to tendered total of prices to take account of compensation events	R
Additional amount to be added to tendered total of prices to take account of tendered completion date	R
Comparative offer for tender evaluation purposes	R _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Certificate of attendance at clarification meeting

This is to certify that

..... (Enterprise name)

of

.....

..... (address)

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

..... (location)

On (date), starting at hrs

I have made myself familiar with all site conditions likely to influence the work and all aspects that could influence either the cost or the construction of the service.

I further certify that I am satisfied with the description of the work and explanations given at the meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Particulars of person(s) attending the meeting

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above person(s) at the meeting is confirmed by the Project Manager, namely

Name Signature

Capacity Date & Time.....



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Tax Clearance Certificate for Tenders

The tenderer is to affix to this page:

A valid Tax Clearance Certificate and/or a Tax Compliance Status (TCS) PIN
Services (S.A.R.S.) in the Name of the Tendering Entity indicating the Trading Name.

Note:

Failure to affix such certificate may result in this tender not being further considered for
the award of the contract.



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Proof of Registration with the CIDB

The tenderer is to affix to this page:

An Original Certificate as proof of his registration with the CIDB in a contractor grading designation of 8GB or higher.

An Original Certificate as proof of his registration with the CIDB in a contractor grading designation of 8GB or higher who satisfy criteria stated in the Tender Data as proof of his registration with the CIDB.

Notes:

1. Failure to affix such certificate may result in this tender not being further considered for the award of the contract.
2. The Department will verify the certificate on the CIDB's website.



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

CSD Registration Report

The tenderer is to affix to this page:

A valid CSD Registration Report

Note:

Failure to affix such certificate may result in this tender not being further considered for the award of the contract.



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REPUBLIC OF SOUTH AFRICA

TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Audited financial Statements

The tenderer is to affix to this page:

Audited financial statements as per requirements under mandatory section on the Invitation to Tender

Notes:

1. Failure to affix such statements will result in this tender not being further considered for the award of the contract.



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Occupational Health and Safety Certificate

The tenderer is to affix to this page:

Occupational Health and Safety Certificate

Notes:

1. Failure to affix such a certificate may result in this tender not being further considered for the award of the contract.



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part C1.3 Bank Guarantee

Note: TNote: This proforma to be reproduced exactly as shown below on the letterhead of the Bank

Dear Sirs,

Applicant:

Beneficiary:

Contract:

Guarantee:

Guaranteed amount;

Expiry date: the date on which the guarantor receives a notice from the beneficiary indicating that the last defects certificate has been issued, that all amounts due to the Applicant as certified in terms of the contract have been received by the beneficiary and that the applicant has fulfilled all his obligation in terms of the contract

Bank:

Bank representation address:

- 1 The guarantor undertakes to pay to the beneficiary at its demand, the guaranteed amount as security for the performance of the terms and conditions of the contract
- 2 Payment shall be effected no later than 7 days of receipt of a complying demand: (i) in writing; (ii) stating that the applicant failed to comply with its obligations; (iii) requesting payment of the guarantee into a specified account; (iv) indicating the amount payable (v) signed by the beneficiary's representative; (vii) presented at the bank's presentation address.
- 3 The bank shall not determine / consider / verify the validity of the demand, the correctness of the amount demanded or any claim or dispute of any nature pertaining to the guarantee.
- 4 This Bank Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 2025

For and on behalf of
Signature(s)

Name(s) (printed)
Position in company

Signature of Witness(s)
Name(s) (printed)
Name(s) (printed)



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Contractors shall complete the following schedule of materials and equipment offered for verification by the Employer's Agent as being acceptable in terms of the specification applicable, before any such materials are procured for incorporation into the works. The contractor undertakes that the actual materials and equipment supplied installed shall be in accordance with this schedule for items that are approved. Where items are not approved alternative items shall be presented that do meet the specifications. This process shall be repeated until all items are approved.

SCHEDULE OF MATERIALS OFFERED

ITEM	MATERIAL	Make/Trade Name	Country of Origin	Is Material to Specification (Yes / No)	SABS Mark (Yes / No)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
26					
27					
28					
29					
30					
31					
32					

NB: Only one manufacturer's name to be inserted for each item



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

ITEM	MATERIAL	Make/Trade Name	Country of Origin	Is Material to Specification (Yes / No)	SABS Mark (Yes / No)
33					
34					
35					
36					
37					
38					
39					
40					



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Schedule for Imported Materials and Equipment

Item	Material / Equipment	Rand (R) excluding Vat	Currency	Exchange Rate
1				
2				
3				
4				
5				
6				

Attach additional pages if more space is required

The Tenderer shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Project Manager within three (3) weeks of the starting date. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA FOR ADJUSTING IMPORTED MATERIAL/EQUIPMENT TO CURRENCY

The net amount to be added to or deducted from the contract sum:

$$A = \frac{V(Z - 1)}{Y}$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item (material or equipment)

Y = official exchange rate at the closing date of tender submission

Z = official exchange rate on the date of payment

.....
 Enterprise name

.....
 Signature

.....
 Date

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE**

Name of bidder.....	Bid number.....
Closing Time	Closing date:

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by:	.....
-		At:	.....
-		Brand and model	.....
-		Country of origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	..... *Delivery: Firm/not firm
-		Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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:

.....

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

3. DECLARATION

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

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

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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.

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.

3.6. 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT
SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**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	90 Points
SPECIFIC GOALS	10 Points
Total points for Price and SPECIFIC GOALS	100 points

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

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

Oct-90

$$PS = \frac{(1 - pt - pmin)}{pmin}$$

Where Ps = Points scored for price of tender under co
 Pt = Price of tender under consideration
 Pmin = Price of lowest 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,

(c) 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 90/10 preference point system is applicable, corresponding points must also
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 (<i>Specific Goals preference points will only apply to bidders who are at least 51% owned. Bidders will be scored up to a maximum of 10 points</i>)	Mandatory documents to substantiate points claimed. <input checked="" type="checkbox"/> Beneficial Ownership Declaration <input checked="" type="checkbox"/> Certified ID Copies <input checked="" type="checkbox"/> Shareholders' Certificates / Members' Interest Certificates <input checked="" type="checkbox"/> Company Registration Documents <input checked="" type="checkbox"/> B-BBEE Certificate or Affidavit	Number of points allocated by DID (90/10 system) to be completed by the organ of state	Number of points claimed (90/10 system) to be completed by the tenderer
--	--	--	---

Black People as defined in the BBBEE Act No. 53 of 2003	All the above, with ID document reflecting race	03 Points	
Women owned	All the above, with ID document reflecting gender	01 Points	
Youth owned	All the above, with the ID Copies reflecting age	01 Points	
People with Disabilities owned	All the above, including either of the following: 1. Medical certificate from medical practitioner, indicating that the disability is permanent, 2. The proof registration with the South African social Security Agency (SASSA), 3. and/ or proof of registration with the National Council for Persons with Physical Disabilities in South Africa (NCPDPSA)	01 Points	
Military veterans owned	All the above, including Confirmation letter from Dept. of Military Veterans with force number	01 Points	
Companies based within the boundaries of Gauteng Province	All the above, with the CIPC registration address to confirm location.	01 Points	
Companies based within the boundaries of Ekurhuleni Metropolitan Municipality	All the above, with the CIPC registration address to confirm location.	02 Points	
TOTAL POINTS		10 POINTS	

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
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
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
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract 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
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI-CORRUPTION**

INTEGRITY PACT FOR BUSINESSES

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:



GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism	Integrity
Purposefulness	Accountability
Team focused	Dignity
Integrity	Transparency
Accountability	Respect
Passionate	Honesty
Activism	

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

[8.1. The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8\[1\], copy of which is attached marked Annexure A, and that:](#)

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	801 111 633	800 701 701
SMS call-back	49017	N/A
E-mail	gpehics@behonest.co.za	nach@psc.gov.za
Fax	867 261 681	800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 1

Walk-in	Office of the Premier	Gauteng Provincial Office
	55 Marshall Street	Public Service Commission
	Marshalltown	Schreiner Chambers 6 th Floor
	Johannesburg	94 Pritchard Street
	2001	Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11. CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12. LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	

Full name of the CEO	
Tender number	
Date	

[\[1\] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended](#)



PART C1 : AGREEMENTS AND CONTRACT DATA

TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **Additions and Refurbishments of G-Fleet - Phase 2**

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

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

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

..... Rand (in words);
R (in figures)

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

Signature(s) Date

Name(s)

Capacity

for the tenderer

(Name and address of enterprise)

Name and 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 contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's Project Manager (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. Failure to fulfill 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 one fully completed copy of the original document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) Date

Name(s)

Capacity

for the Employer Department of Infrastructure Development:
Chief Directorate Education Infrastructure
63 Fox Street, Marshalltown
Johannesburg

Name and signature of witness Date

Schedule of Deviations

1	Subject	.....
	Details	.....
	
	
	
2	Subject	.....
	Details	.....
	
	
	
3	Subject	.....
	Details	.....
	
	
	
4	Subject	.....
	Details	.....
	
	
	
5	Subject	.....
	Details	.....
	
	
	

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and

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



TENDER DID DID 07/03/2026

Part C1.2 Contract Data

DID (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING

Project title:	0
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Tender /	TBC	WCS no:	Reference no:
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The Conditions of Contract are clauses 1 to 30 of the **JBCC®** Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.

Contractors are cautioned to read the JBCC PBA and Contract Data (DID (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DID (EC)).

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DID.

CONTRACT VARIABLES

THE SCHEDULE

The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **tenderer**. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this **agreement**.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but 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 **schedule**. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	The scope of work for Refurbishment and Rehabilitation of Julius Sebolai Primary School consists of the construction of block I, combi court, athletics sports field, construction of the western boundary fence, finishing the parking facility, storm water management, connection of water services, Mechanical and Electrical connection, installation of additional water tanks, repositioning of the Bore Hole and completion of paving and landscaping
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A 2.0 Site [1.1]

Erf / stand number	Portion 356 of farm Elandsfontein
Site address	76 Boeing Road East Bedfordview Johannesburg 2008

Township / Suburb	Bedfordview, Germiston
City / Town	City of Johannesburg
Province	Gauteng
Local authority	City Of Ekurhuleni Metropolitan Municipality
GPS Coordinates	-26.167043, 28.136219

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ	Gauteng Department of Infrastructure Development		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	jabulane.nkosi@gauteng.co.za	Telephone	060 983 2690
Postal address	Impopoma House, 18 Rissik Street, Mashalltown, 2107, Johannesburg		
Physical address	Impopoma House, 18 Rissik Street, Mashalltown, 2107, Johannesburg		

A3.2 Employer's representative:

Name	Jabulane Nkosi	Telephone number	060 983 2690
E-mail	jabulane.nkosi@gauteng.co.za	Mobile number	060 983 2690
Postal address	Impopoma House, 18 Rissik Street, Mashalltown, 2107, Johannesburg		
Physical address	Impopoma House, 18 Rissik Street, Mashalltown, 2107, Johannesburg		

A 4.0	Principal Agent [1]	Discipline	Project Manager
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Name	Mothapo Consulting Engineers		
Legal entity of above	Mothapo Consulting Engineers	Contact person	Mpho Sethole
Practice number	D/2889/2021	Telephone number	010 010 0163
Country	South Africa	Mobile number	082 542 9286
E-mail	mpho@mothapo.com		
Postal address	Unit 23,Block C, Cedar Tree Office Park, Cnr Cedar Road & Stinkwood Close , Fourways		
Physical address	Unit 23,Block C, Cedar Tree Office Park, Cnr Cedar Road & Stinkwood Close , Fourways		

A 5.0	Agent [1.1; 6.2]	Discipline	Architectural
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Name	CV Chabane and Associates		
Legal entity of above	CV Chabane and Associates	Contact person	Karabo Ramoitheki
Practice number	24749824	Telephone number	012 803 2331
Country	South Africa	Mobile number	069 880 5117
E-mail	karabo@cvchabane.co.za		
Postal address	PO Box 1947, Faerie Glen,0042		
Physical address	PO Box 1947, Faerie Glen,0042		

A 6.0	Agent [1.1; 6.2]	Discipline	Civil and Structural Engineers
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Name	Moditi Consulting (PTY) Ltd		
Legal entity of above	Moditi Consulting (PTY) Ltd	Contact person	Siyabonga Mpinda

Practice number	20020163	Telephone number	012 661 3600
Country	South Africa	Mobile number	
E-mail	siyabonga@onke.co.za		
Postal address	44 Stead Avenue, The Reeds, Centurion; 0157		
Physical address	P.O Box 3964; The Reeds, 0158		

A 7.0	Agent [1.1; 6.2]	Discipline	Quantity Surveying
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Name	Oarona Consulting and Engineering (Pty)Ltd		
Legal entity of above	Oarona Consulting and Engineering (Pty)Ltd	Contact person	Simon Linakane
Practice number	4810	Telephone number	010 494 6681
Country	South Africa	Mobile number	073 165 0681
E-mail	gfleetqs@oarona.co.za		
Postal address	Dainfern Square, Office 102H, Cnr Willian Nicol and Broad Acres Drive, Dainfern, 2191		
Physical address	Dainfern Square, Office 102H, Cnr Willian Nicol and Broad Acres Drive, Dainfern, 2191		

A 8.0	Agent [1.1; 6.2]	Discipline	Electrical Engineers
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Name	Copper Eagle Trading		
Legal entity of above	Copper Eagle	Contact person	Sakhephi Mhlongo
Practice number		Telephone number	011 440 3699
Country	South Africa	Mobile number	073 210 2841
E-mail	Sakhephi.mhlongo@gmail.com		
Postal address	51 Dennis Road, Atholhurst, Sandton, 2196		
Physical address	51 Dennis Road, Atholhurst, Sandton, 2196		

A 9.0	Agent [1.1; 6.2]	Discipline	Mechanical Engineering
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Name	Copper Eagle Trading		
Legal entity of above	Copper Eagle Trading	Contact person	Sakhephi Mhlongo
Practice number		Telephone number	011 440 3699
Country	South Africa	Mobile number	073 210 2841
E-mail	Sakhephi.mhlongo@gmail.com		
Postal address	51 Dennis Road, Atholhurst, Sandton, 2196		
Physical address	51 Dennis Road, Atholhurst, Sandton, 2196		

A 10.0	Agent [1.1; 6.2]	Discipline	Occupational Health and Safety (OHS)
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Name	Sida Consulting & Project Management		
Legal entity of above	Sida Consulting & Project Management	Contact person	Edgar Chipunza
Practice number		Telephone number	012 643 1320
Country	South Africa	Mobile number	066 390 9528
E-mail	edgar@sidaconsulting.co.za		
Postal address	PostNet Suite 108, Private Bag 437, Centurion, 0046		

Physical address	251 Lenchen Avenue, Centurion, 0157
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B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DID (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD]]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

B 6.0 Insurances [10.0]

Insurances by contractor			
New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable	

Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2] - SASRIA Coupon Policy	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Lateral support insurance [10.1.4; 10.2]	R PQS to determine value	Not Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R PQS to determine value	Not Applicable
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R PQS to determine value	Not Applicable
	Other insurances: If applicable, description 1:	R PQS to determine value	Not Applicable
	Other insurances; If applicable, description 2:	R PQS to determine value	Select

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Not Applicable
The School will be in operation while in construction	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: Construction works not to interfere with daily School operations	
Natural features and known services to be preserved by the contractor [12.1.3]	Not applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Not Applicable
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Not applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	

Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Select	If applicable, description of specialisation
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Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 10.0 Appointment of Direct Contractors [16.0]

Select	If applicable, description of extent of work [12.1.11]
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Extent of work	

B 11.0 Works to be completed in sections [20.1]

Select	If applicable, description of sections
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Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	

B 12.0 Contract period [B18: 1.1], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0], Works Completion [B18.0:19.A], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.1]: Period in **months** as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

The contract period is determined as follows (Period/s indicated in months):

B12.2	Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	14 Working days
	Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	7 Working days
	Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	24 Months

Period to achieve Works Completion Refer B18.0 [19.8]	7 Calendar days
Defect liability period up to and including Final Completion	3 Months
Total Contract period [B18: 1.1]	24 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R1490 per calendar day

R -

R - 10%

Construction Period for completion of the Works as a whole

Construction period [B18: 1.1] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	24 Months
Period for inspection in working days by the principal agent [19.3]	3 working days
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	3,5 Cents per R100 of Contract value (R14 900per Calendar day)
Penalty amount per calendar day for late Works Completion Refer B18.0 [19A]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R4 470 Per Calendar day

R -

R - 30%

B12.3 Construction Period for completion of the Works in portions

Construction period [B18: 1.1] and Practical completion for	Select					
Portions of the Works in	1	2	3	4	5	6
Period for inspection by						
The date for practical						

The date for practical completion for the whole of the Works, if	insert contract
Penalty for late Practical Completion, if completion in sections is required , excluding	
The penalty amount per day for failing to complete section 1 of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete section 4 of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R
The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19A]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Select , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete Select , excluding VAT	

B
13.0 Criteria to achieve Practical/Works Completion [19.0; 19A] 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13,1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13,2	All relevant CoCs
13,3	All guarantees
13,4	Training on electrical, security and mechanical installations if contractually required
13,5	Maintenance / operating manuals
13,6	CPG and CIBD BUILD programme achievement certificates submitted with substantiating documentation

B 14.(Defects liability period [21.0]

Extended defects liability period: Refer B18.0 [21.13]

Select	If applicable, description of applicable elements
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14,1	Emergency generator/s
14,2	Air conditioning system and plant
14,3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14,4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14,5	Lifts
14,6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14,7	Civil works
14,8	Landscaping including automated systems (irrigation)

B 15.(Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	25th
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not applicable
If applicable , method to calculate	Not applicable
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.(Dispute resolution [30.0]

Mediation	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

B
17.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Applicable
Availability of construction information [P2.3]	Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	Not Applicable

Previous work - defects - details of previous contract(s) [P3.2]	Not Applicable	
Inspection of adjoining properties - details [P3.3]	Not Applicable	
Handover of site in stages - specific requirements [P4.1]	Applicable	
Enclosure of the works - specific requirements [P4.2]	Applicable	
Geotechnical and other investigations - specific requirements [P4.3]	Applicable	
Existing premises occupied - details [P4.5]	Applicable	
Services - known - specific requirements [P4.6]	Applicable	
Water [P8.1]	By contractor	Applicable
	By employer	N/A
	By employer – metered	N/A
Electricity [P8.2]	By contractor	Applicable
	By employer	N/A
	By employer – metered	N/A
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	N/A
Communication facilities - specific requirements [P8.4]	Applicable	
Protection of the works - specific requirements [P11.1]	Applicable	
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Applicable	

Disturbance - specific requirements [P11.5]	Applicable
Environmental disturbance - specific requirements [P11.6]	Applicable
Jobs creation form, to comply with the Jobs Creation requirement in the tender document :The Contractor is required and obliged as per the reporting template provided for by the Department, to report on all jobs created on a monthly basis. Payments will not be effected if reports are not submitted timeously, as all payment certificates should be accompanied by the relevant job creation report. The Contractor must ensure that proof is available for audit purposes on all reports submitted.	Applicable
Undertaking/ commitment to pay the CLO and the local labours: Every invoice submitted by the Contractor must be accompanied by Declaration Form, signed off by the Contractor and approved by the IPM, declaring that the CLO and the local labours have been paid for that particular month. Payments will not be effected if the invoice submitted is not accompanied by the Declaration Form, signed off by the Contractor and approved by the IPM. The Contractor must ensure that proof is available for audit purposes on all invoices submitted.	Applicable

B SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

18.0 [Details of changes made to the provisions of JBCC standard documentation]

1.2 Definitions

The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions that fall outside of the norm for the area in which construction is taking place, rendering continued works on site impossible i.e.: rain, wind, snow, frost, high or low temperature.

- The definition for "AGREEMENT" shall be amended as follows:

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.

- The definition of “**CONSTRUCTION PERIOD**” shall be amended as follows:

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

- A new definition for “**CONTRACT PERIOD**” shall be inserted and shall read as follows:

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion.

- A new definition for “**COST FLUCTUATION**” shall be inserted and shall read as follows:

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

- The definition for “**GUARANTEE FOR ADVANCE PAYMENT**” shall be deleted in its entirety.

- The definition for “**GUARANTEE FOR CONSTRUCTION**” shall be amended as follows

BANK GUARANTEE: A Bank Guarantee from a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990).

- A new definition for “**HEALTH AND SAFETY PLAN**” shall be inserted and read as follows:

HEALTH AND SAFETY PLAN a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

- The definition for “**INTEREST**” shall be deleted in its entirety and replaced by the following:

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

- A new definition for “**LETTER OF ACCEPTANCE**” shall be inserted and read as follows:

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

- The definition for “**PAYMENT CERTIFICATE**” shall be amended and read as follows:

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

- The definition for “**PRINCIPAL AGENT**” shall be deleted in its entirety and replaced with the following:

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a principal agent as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**.

- A new definition for “**TARGETED SUBCONTRACTORS**” shall be inserted and read as follows:

TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

- A new definition for “**WORKS COMPLETION**” shall be inserted and read as follows:

WORKS COMPLETION: the stage of completion where the work on the works completion list has been completed as certified by the **principal agent**.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT WITH ORGANS OF STATE CONTRACT DATA (Edition 6.2 of May 2018), are applicable to this Contract.

3.3.	Delete clause in its entirety and replace with the following: <u>This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].</u>
3,4	Delete clause in its entirety and replace with the following: Each and every provision of this agreement shall be deemed to be separate and severable from the remaining provisions of this agreement. If any of the provisions of this agreement is found to be invalid and/or unenforceable by any adjudication or arbitration tribunal [30.0], then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this agreement shall be and remain of full force and effect.
3,5	Delete clause in its entirety.
4,2	Refer to clause 6.7 [CD].
4,3	Delete clause in its entirety and replace with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5,2	Amend the last sentence to read as follows: The original signed agreement shall be held by the Employer.
5,4	Delete clause in its entirety and replace with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of a discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5,5	Delete clause in its entirety and replace with the following: <u>The parties may publish or disclose on any platform only the contract scope and contract amount.</u>
6,5	Delete clause in its entirety and replace with the following:

	<p><u>Where the principal agent and/or an agent fails to act or is unable to act or ceases to act as the principal agent or agent in terms of this agreement, as the case may be, the contractor may notify the employer of same within 5 (five) business days of it becoming aware. The employer may appoint another principal agent and/or agent, as the case may be, be it temporary or permanently, within 10 (ten) working days from receipt of the aforementioned notice.</u></p>
6,6	<p>Amend clause to read as follows:</p> <p>Amend clause to read as follows: <u>Subject to clause 17.6 and 26.4, the employer shall not interfere with or prevent the principal agents and/or agents from exercising fair and reasonable judgement when performing their obligations in terms of the agreement.</u></p>
6,7	<p>Insert the following as clause 6.7:</p> <p><u>In terms of the clauses listed hereunder, the employer has retained its authority and has not given agency to the principal agent, notwithstanding other provisions in the contract. The employer shall be consulted and shall sign all documents of approval in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.2, 15.1.4, 15.4.1, 17.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.4, 25.3.4, 26.7 and 26.12.</u></p>

7,2	<p>Amend the first sentence of the clause to read as follows:</p> <p><u>Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.</u></p>
8,2	<p>Amend clause to read as follows:</p> <p>The contractor shall make good physical loss and repair damage to the works, <u>including clearing away and removing from the site all debris resulting from construction or otherwise which occurs after the date on which possession of the site is given and up to the date of final completion, and resulting from:</u></p>
8,4	<p>Delete clause in its entirety and replace with the following:</p> <p>Delete clause in its entirety and replace with the following: <u>The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.</u></p>
8.5.8	<p>Insert the following as clause 8.5.8:</p> <p><u>Civil commotion, riot, strike, lockout or disorder by persons other than the contractor's personnel and other employees or his subcontractors.</u></p>
9.2.7	<p>Amend the first sentence of the clause to read as follows:</p> <p>"Physical loss or damage to an existing structure and contents thereof where this agreement is for alterations or additions <u>due to no fault of the contractor</u>".</p>
9,3	<p>Insert the following as clause 9.3:</p> <p><u>The employer's rights to claim damages for the contractor's omissions and actions resulting in patrimonial loss for the employer will not be affected.</u></p>
10,1	<p>Delete clause in its entirety and replace with the following:</p> <p><u>The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site by the contractor until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].</u></p>
10.1.5.1	<p>Insert the following as clause 10.1.5.1:</p>

	<u>In the event that an insurer disputes the amount of the claim to be paid to the employer in whole or in part, the contractor shall be liable to the employer for the difference between the claim (as determined by the quantity surveyor appointed by the employer on the project) made by the employer and the amount that the insurer is willing to pay.</u>
11.1.1	<u>Clause not applicable.</u>
11.1.2	Delete clause in its entirety and replace with the following: <u>A bank guarantee - equal to five per cent (5%) of the contract sum including VAT and a payment reduction of five per cent (5%) of the value of each payment certificate up to a maximum of five per cent (5%) of the contract sum Including VAT [25.3.3; 25.12]. The contractor shall keep such security valid ad enforceable until the final payment certificate has been issued to the contractor.</u>
11.2.1	Delete clause in its entirety and replace with the following: <u>Maintain and/ or replace a Bank Guarantee at least twenty (20) working days before such security is due to expire</u>
11.2.2	<u>Clause not applicable.</u>
11.3	Clause not applicable.
11.4	Delete clause in its entirety and replace with the following: <u>Where the contractor fails to provide the specified Bank Guarantee the employer may</u>
11.4.1	<u>Clause not applicable.</u>
11.5	<u>Clause not applicable.</u>
11.6	<u>Clause not applicable.</u>
11.7	<u>Clause not applicable.</u>
11.8	<u>Clause not applicable.</u>
11.9	<u>Clause not applicable.</u>
11.10	Delete clause in its entirety and replace with the following: <u>There shall be no lien or right to retention held by any Contractor in respect of the works executed on site.</u>
11.11	Insert the following as clause 11.11: <ul style="list-style-type: none"> •Submission of a letter of intent to provide bank guarantees of 5% of the offer (inclusive of VAT) from the bank duly registered in terms of the Banks Act No 94 of 1990. The successful bidder shall, within twenty-one (21) calendar days of receipt of the Letter of Appointment, submit to the Employer an original bank guarantee in accordance with the provisions of the Contract Data. •Failure to submit the required Bank Guarantee within the prescribed period may result in withdrawal of the award and termination of the contract at the contractor's cost.

11.11.1	Insert the following as clause 11.11.1: The contractor shall furnish the employer with the Bank Guarantee (5%) of the contract sum (including VAT) within twenty-one (21) calendar days from the contract commencement date.
11.11.2	Insert the following as clause 11.11.2: <u>The Bank guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of Final completion.</u>
11.11.3	Insert the following as clause 11.11.3: <u>The employer shall return the Bank guarantee to the contractor within fourteen (14) calendar days of it expiring.</u>
11.11.4	Insert the following as clause 11.11.4: <u>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</u>
11.11.5	Insert the following as clause 11.11.5: <u>Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the Bank guarantee or may recover from the payment reduction or from both.</u>

11.11.6	<p>Insert the following as clause 11.11.6:</p> <p><u>Payments made by the guarantor to the employer in terms of the Bank guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.</u></p>
11.11.7	<p>Insert the following as clause 11.11.7:</p> <p><u>The employer shall be entitled to recover expense and loss from the Bank Guarantee in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to return the Bank Guarantee security to the contractor.</u></p>
11.11.8	<p>Insert the following as clause 11.11.8:</p> <p>Should the contractor fail to furnish the security in terms of 11.2 the employer, in its sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a twelve and a half per cent (12.5%) payment reduction of the value certified in the payment certificate (excluding VAT).</p>
12.1.5	<p>Delete clause in its entirety and replace with the following:</p> <p><u>Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.</u></p>
12.1.8	No clause.
12.2.1	<p>Insert the following at the beginning of the sentence:</p> <p><u>Within five (5) business days of being issued with the letter of acceptance,</u> have inspected the site and any existing structures and be thoroughly acquainted with the conditions under which the works is to be executed including means of access and any matters which may influence the execution and/or the pricing of the works.</p>
12.2.2	<p>Delete clause in its entirety and replace with the following:</p> <p><u>Submit the priced Bills to the Employer within fourteen (14) calendar days from date of request by the employer. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum.</u></p>
12.2.4	Clause not applicable.
12.2.5	<p>Delete clause in its entirety and replace with the following:</p> <p><u>Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].</u></p>
12.2.13	<p>Delete clause in its entirety and replace with the following:</p> <p><u>Designate a competent person to be on site on a full time basis to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.</u></p>
12.2.22	<p>Insert the following clause:</p> <p><u>Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</u></p>
12.2.23	<p>Insert the following clause as 12.2.23:</p> <p><u>The contractor shall within reasonable time inform the principal agent and/or agents regarding the inspection of the works before covering / closing [B 12.0].</u></p>
14.1.4	Refer to clause 6.7 [CD].
14.1.5	Clause not applicable.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	<p>Delete clause in its entirety and replace with the following:</p> <p><u>The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.</u></p>
15.1.4	Refer to clause 6.7 [CD].
15.1.5	Clause not applicable.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Delete clause in its entirety and replace with the following:

	<u>The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of</u>
17,6	<p>Insert the following as clause 17.6:</p> <p><u>The principal agent and/or agents shall not issue a contract instruction that has the effect of increasing the contract value [26] without first obtaining the employer's consent. In this regard, the principal agent and/or agents shall:</u></p>

17.6.1	<p>Insert the following as clause 17.6.1:</p> <p><u>Notify the employer of the proposed contract instruction and the associated costs and seek consent within five (5) business days of becoming aware of the need to issue such contract instruction to the contractor.</u></p>
17.6.2	<p>Insert the following as clause 17.6.2:</p> <p><u>The employer shall provide a response within ten (10) days of receiving notification on its election of whether it accepts or rejects the contract instruction proposed.</u></p>
17.6.3	<p>Insert the following as clause 17.6.3:</p> <p><u>Should the employer not respond within the ten (10) days as aforesaid, the contract instruction shall be deemed to be rejected.</u></p>
17,7	<p>Insert the following as clause 17.7:</p> <p><u>Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.</u></p>
19,5	<p>Delete clause in its entirety and replace with the following:</p> <p><u>On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.</u></p>
19A	<p>Insert the following as 19A :</p> <p>WORKS COMPLETION</p> <p><u>Within seven (7) calendar days of the date of practical completion, the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.</u></p> <p><u>Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:</u></p> <p>2a <u>Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer.</u></p> <p>2b <u>Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19A(2)</u></p> <p>3 <u>Should the principal agent not issue a works completion list, in terms of 19A (1) or 19A (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</u></p> <p>3a <u>Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</u></p>

3b	<p><u>Issue a works completion list and the work on Works Completion list not completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19A (2) (b) until such items have been completed to the satisfaction of the employer</u></p>
4	<p><u>Should the works completion list not be completed to the satisfaction of the principal agent and/or the employer within a period of twenty (20) working days of the issue of the works completion list, the contractor shall be liable to a daily penalty as described in B12.2.</u></p>
5	<p><u>The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19A(2)(a) or 19A(3).</u></p>
20.2.2	<p>Delete clause 20.2.2 in its entirety and replace with the following:</p> <p><u>A certificate of Works Completion [19A].</u></p>
20.2.3	<p>Insert the following as clause 20.2.3:</p> <p><u>A certificate of final completion indicating where applicable, if it is for the last section to reach final completion [21.6.2].</u></p>
21,1	<p>Delete clause 21.1 in its entirety and replace with the following:</p> <p><u>The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later.</u></p>
21,6	<p>Delete clause 21.6 (including sub-clauses) in its entirety and replace with the following:</p> <p><u>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</u></p>
21.6.1	<p><u>Inspect the works and within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</u></p>
21.6.2	<p><u>Issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</u></p>
21,1	<p>Insert the following as clause 21.13:</p> <p><u>Penalties will be applied if the items on the completion list have not been attended to within a period of three hundred and sixty-five (365) calendar days [21.1]. If additional defect items have been added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].</u></p>
22.3.2	<p>No clause.</p>
23,1	<p>Refer to clause 6.7 [CD].</p>
23,2	<p>Refer to clause 6.7 [CD].</p>
22.2.13	<p>No clause.</p>
23,3	<p>Delete clause 23.3 in its entirety and replace with the following:</p> <p><u>Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].</u></p>
23,7	<p>Refer to clause 6.7 [CD].</p>
23,8	<p>Refer to clause 6.7 [CD].</p>
24,1	<p>Delete clause 24.1 in its entirety and replace with the following:</p> <p><u>Where the contractor fails to bring the works, or a section thereof, to practical, works-, or final-completion by the applicable practical completion or works completion date [B12.2 CD], or the revised applicable practical completion or final completion date, as the case may be, the contractor shall be liable to the employer for the penalty [B12.2 CD].</u></p>

24.2	<p>Delete clause 24.2 in its entirety and replace with the following:</p> <p><u>Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical-completion-, or works-completion [B12.2 CD], or the revised date for practical-completion-, or works-completion, up to and including the earlier of:</u></p>
24.2.1	<p>Delete clause 24.2.1 and replace with the following:</p> <p><u>The actual or deemed date of practical-, completion- or works- completion of the works, or a section thereof [23.7.1].</u></p>
25.2	<p>Delete clause 25.2 in its entirety and replace with the following:</p> <p><u>The principal agent shall issue at regular agreed intervals [CD] payment certificates to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and final completion. A payment certificate may be for a nil or negative amount.</u></p>
25.3	<p>Insert the following to clause 25.3:</p> <p>25.3.12 <u>Monthly Local content report.</u></p> <p>25.3.13 <u>EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</u></p> <p>25.3.14 <u>Tax Invoice</u></p> <p>25.3.15 <u>Labour intensive report.</u></p> <p>25.3.16 <u>Contract participation goal and cidb BUILD programme reports.</u></p>
25.5	<p>Clause not applicable.</p>
25.6	<p>Delete clause in its entirety and replace 25.6 with the following:</p> <p><u>Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</u></p>
25.7.5	<p>No clause.</p>
25.1	<p>Delete clause 25.10 in its entirety and replace with the following:</p> <p><u>The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</u></p>
25.12	<p>Delete clauses 25.12 and 25.12.3 in their entirety and replace with the following:</p> <p><u>The value certified shall be subject to the following percentage adjustments: 25.12 (Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</u></p> <p><u>Where a security is selected in terms of C 1.0 Securities [11.0] the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</u></p> <p>25.12.1 <u>Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.</u></p> <p>25.12.2 <u>Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of works completion and up to but excluding the date of final completion.</u></p> <p>25.12.3 <u>Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</u></p>

25.12.5	<u>One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer.</u> <u>In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</u>
26,1	Refer to clause 6.7 [CD].
26,2	Amend clause 26.2 to read as follows: <u>Subject to clause 17.6</u> , adjustments to the contract value resulting from contract instruction [17.1] shall be determined as follows:
26,4	Amend clause 26.4 to read as follows: <u>Subject to clause 17.6</u> , where the contractor has made payment for items not included in the priced document in accordance with a contract instruction with the approval of the principal agent, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the contract value limited to:
26.4.3	Omit clause.
26,7	Refer to clause 6.7 [CD].
26,10	Delete clause 26.10 in its entirety and replace with the following: <u>The principal agent shall prepare the final account in consultation with and upon obtaining approval of the employer. issue the final account, to the contractor within sixty (60) working days of the date of practical completion.</u>
26,12	Refer to clause 6.7 [CD].
27.1. 2	Delete clause 27.1.2 in its entirety and replace with the following: Interest due to late payment only.

27.1.4	Delete clause 27.1.4 in its entirety and replace with the following: Interest due to late payment only.
27.1.5	No clause.
27,5	Insert the following as clause 27.5: <u>Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date of notice by the employer, the employer may recover such an amount from the security.</u>
27,6	Insert the following as clause 27.6: <u>Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.</u>
28,0	No clause.
28,1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28,2	No clause.
28,3	No clause.
28,4	No clause.

29.1.4	Insert the following as clause 29.1.4: <u>The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.</u>
29.1.5	Insert the following as clause 29.1.5: <u>The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</u>
29.1.6	Insert the following as clause 29.1.6: <u>Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.</u>
29.7	Delete clause in its entirety with the: <u>The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].</u>

29.9	Delete clause 29.9 in its entirety and replace with the following: <u>The employer has the right of recovery against the contractor, where applicable, [CD] from: The payment reduction until the date of practical completion; or The Bank guarantee until the final payment is made</u>
29.14.1	No clause.
29.14.3	No clause.
29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.2	Delete clause 29.17.2 in its entirety and replace with the following: <u>Execution of the works by the contractor shall cease. The contractor shall remove temporary structures, construction equipment and, on notice, surplus materials and goods from the site within ten (10) working days, or such period agreed by the principal agent. The contractor shall remain responsible for the works until possession is relinquished to the employer.</u>
29.17.3	No clause.
29.17.6	Clause not applicable.
29.21.5	Clause not applicable.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.

B19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	<u>Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)</u>	Not Applicable
(b)	<u>Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)</u>	Not Applicable
(c)	<u>Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)</u>	Not Applicable
(d)	<u>Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)</u>	Not Applicable
(e)	<u>cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)</u>	Applicable
(f)	<u>cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)</u>	Applicable

(g)	<u>DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.)</u>	<i>Not Applicable</i>
(h)	<u>Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million)</u>	<i>Not Applicable</i>

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee:

Option A	Bank guarantee of 5% of the contract sum (including VAT) and a payment reduction of 5% of the value certified in the payment certificate (including VAT)
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NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

<u>Guarantee for payment by employer [11.5.1; 11.10]</u>	Not applicable
<u>Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]</u>	Not applicable

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
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Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works
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Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor , apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum . Both the contract sum and the contract value shall exclude the amount of preliminaries , contingency sum(s) and any provision for cost fluctuations. Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: <u>Fixed - Ten per cent (10%)</u> <u>Value-related - Fifteen per cent (15%)</u> <u>Time-related - Seventy-five per cent (75%)</u> Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.



GAUTENG PROVINCE
 INFRASTRUCTURE DEVELOPMENT
 REPUBLIC OF SOUTH AFRICA

TENDER No: DID 07/03/2026

#REF!

Part C1.3 Bank Guarantee

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Bank
 Date:

Dear Sirs,

Applicant:

Beneficiary:

Contract:

Guarantee:

Guaranteed amount;

Expiry date: the date on which the guarantor receives a notice from the beneficiary indicating that the last defects certificate has been issued, that all amounts due to the Applicant as certified in terms of the contract have been received by the beneficiary and that the applicant has fulfilled all his obligation in terms of the contract

Bank:

Bank representation address:

- 1 The guarantor undertakes to pay to the beneficiary at its demand, the guaranteed amount as security for the performance of the terms and conditions of the contract
- 2 Payment shall be effected no later than 7 days of receipt of a complying demand: (i) in writing; (ii) stating that the applicant failed to comply with its obligations; (iii) requesting payment of the guarantee into a specified account; (iv) indicating the amount payable (v) signed by the beneficiary's representative; (vii) presented at the bank's presentation address.
- 3 The bank shall not determine / consider / verify the validity of the demand, the correctness of the amount demanded or any claim or dispute of any nature pertaining to the guarantee.
- 4 This Bank Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 2025 _____

For and on behalf of

Signature(s) _____

Name(s) (printed) _____

Position in company _____

Signature of Witness(s) _____

1

2

Name(s) (printed) _____

Name(s) (printed) _____



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part C2.1 Pricing Instructions

- 1 The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015. Where applicable
 - a) Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Mechanical Work, based on the standard system and measuring building works (as amended) published and issued by the South African Association of Quantity Surveyors (2015).
 - c) Electrical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Electrical Work, based on the standard system and measuring building works (as amended) published and issued by the South African Association of Quantity Surveyors (2015).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2 May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited
- 3 It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Project Manager and can be viewed at any time during office hours up until the completion of the works.
- 5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 6 Where any item is not relevant to this specific contract, such item is marked **not applicable**.
- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities .
- 8 The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.

- 9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 9 but taking into account the revised period for completing the works.
- 11 The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of
- a) an amount which is not to be varied, namely Fixed
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related;
 - c) an amount which is to be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment in terms of the contract, namely Time Related.
- 12 Where no provision is made in the Bill of Quantities to indicate which of the three categories in 11 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 14 Those parts of the contract to be constructed using labour intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Work
- 15 Payment for items which are designated to be constructed labour intensively (either in this schedule or in the Scope of Work) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any works so constructed will not be certified for
- 16 The payment of labour for items that are marked LI should be included as part of the rate per item.



GAUTENG PROVINCE
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REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

COVER



TENDER DID DID 07/03/2026

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part C3.1 Scope of Work

1 DESCRIPTION OF THE WORKS

The Description of the works is Additions and Refurbishments of G-Fleet - Phase 2, at Gfleet Bedfordview Complex, Germiston, Johannesburg

1,1 Employer's objectives

The employers objectives are to deliver public infrastructure using labour intensive methods accordance with EPWP guidelines of 2015.

1,2 Overview of the works

The overview of the works for Additions and Refurbishments of G-Fleet - Phase 2 (Phase 1) will consist of the refurbishment of :

Building E - Visitors Centre

Building K - New head office building - A Head Office building is to be constructed on the empty land at the Southwestern corner of the site. This building will house all administrative functions and will accommodate staff currently located off site.

Building L - Auction House Building - Western Gatehouse and Auction Building A new gatehouse and auction building are to be erected at the Western entrance to the site. The gate house will control movement of vehicles and people accessing the apartments and auction events. Parking is to be provided for auctions at the existing unpaved area, so that visitors' vehicles no longer access the site. People attending the auctions will enter via a turnstile to be provided adjacent to the gatehouse. The auction building has been introduced to provide a waiting area and offices for auction events. Further fencing and an additional gate will limit movement of auction attendees to the auction yard(s) while preventing access to the rest of the operational site.

Services to building E,K & L - Electrical & Electronics Installations, Mechanical Installations, Fire and Wet Services Installations

External Works include new boundary wall and renovations to existing boundary and retaining walls

1,3 Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work

1,4 Labour-intensive Competencies of supervisory and management staff

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervisor of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined Table 1

1,5 Extent of the works

The overview of the works for Thubelihle Intermediate School will consist of the refurbishment of :

Classrooms, administration block, ablutions

Electrical Installation, Mechanical Installation, Fire and Wet Services Installation, Electronics Installation

External Works include renovation of existing, fencing and gates, landscaping, paving, parking and roads, Provision of water storage tanks and renovation of walkways

1,6 Location of the works

Thubelihle Intermediate School, Soweto, Johannesburg

2 ENGINEERING

2,1 Design services

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approval for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor)

2,2 Employer's design

The Employer and the Employer's design agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works.

2,3 Design brief

The Employer and the Employer's design agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor will be required to submit as-built drawings.

As-built drawings to indicate the following information:

- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

As built drawings to be submitted in accordance to requirements defined in the Standard Quality Specification for Documentation (DID-E D)

2,4 Drawings

The following drawings are applicable to the contract:

Contractor should refer to Annexures D,E & F for drawings and register.

2,5 Design procedures

The Employer and the Employer's design agent will be responsible for the design of the permanent works unless otherwise stated.

3 PROCUREMENT

3,1 Preferential procurement deliverables

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

2.7	The employer's representative is the Project Manager identified in the Contract Data
2.7.1	A targeted enterprise is a CIDB registered contractor who has a contractor grading designation of 1, 2, 3, 4, 5 & 6
	The targeting strategy is A.
	The contract participation goal is as tendered in the Preferencing Schedule for which a preference was granted.
	The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.
	The targeted enterprise declaration and letters of undertaking are to be submitted within 3 months of the commencement of the contract.

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

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

4.3.1.1	<p>The following activities are to be carried out by temporarily employed local workers:</p> <ul style="list-style-type: none"> • earthworks activities which are to be performed by hand, namely, trench excavation, compaction of backfilling to trenches in areas not subject to traffic, clearing and grubbing, shaping, loading, haul, off-loading, spreading, compaction and grassing • stone pitching and rubble masonry • manufactured elements •
4.3.2.1.2	<p>The rate of pay is R190.00 per task or per day.</p> <p>Clause 10.4 of the Ministerial Determination No 3 of 2002 requires that the following should be considered when setting rates of pay for workers:</p> <p>10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.</p> <p>10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.</p> <p>10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.)</p>
The specification data associated with SANS 1921-5 is as follows:	
	<p>Essential data</p> <p>5.1 The depth of trenches which are to be excavated by hand is not exceeding 2m</p> <p>Variations</p> <p>.....</p> <p>Prior approval to be obtained from GDID before works proceed</p> <p>Additional clauses</p> <p>None</p>

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

3.3 Participation goals

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

- 3.3.1 The successful tenderer will be required to sub contract a minimum of 30% of the contract value to exempted micro enterprises (EME's) and/or qualifying small business enterprises (QSE's) which are at least 51% owned by black people in accordance with the Preferential Procurement Regulations, 2017.
- 3.3.2 Employ a minimum of 40% of the total labour requirement of the contract from the local community.
- 3.3.3 The total labour requirements of the contract should be in the following proportions:
 - a minimum of 55% to women;
 - a minimum of 55% to youth who are between the ages of 18 and 35 years of age; and
 - a minimum of 2% to persons with disabilities
- 3.3.4 The minimum THRESHOLD FOR LOCAL PRODUCTION AND CONTENT 90% for the Electrical cables, steel products and component for construction at 100% and also solar water heater component at 70%.

3.4 Social and economic deliverables

The contractor shall deliver the following deliverables as described in the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) and the following associated specification data:

- 1) Deliverable
- 2) Deliverable

The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

Deliverable	
Clause	Specification data
Variations: 1)..... 2).....	
Additional clauses: 1).....	
Deliverable	
Clause	Specification data
Variations: 1)..... 2).....	
Additional clauses: 1).....	

4 CONSTRUCTION

4.1 Works specification

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

Architectural, Structural and Civil

√	General Specification for Material and Methods to be used for Building Contracts	GP/ASC
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Electrical

√	Standard quality specifications for Public Address Systems	GP/E1/2
√	Standard quality specifications for Access Control Systems	GP/E2/2
√	Standard quality specifications for Intruder Alarm Systems	GP/E2/7
√	Standard quality specifications for Fire Detection Systems	GP/E2/3
√	Standard quality Specification for Automatic Fire Alarm Systems	GP/E2/C
√	Standard quality specifications for Standby Generators	GP/E4/1
√	Standard quality Specification for Standby Diesel Alternator Sets	GP/E4/2
√	Standard quality specifications for Solar Power Systems	GP/E4/C
√	Standard quality specifications for UPS Systems	GP/E4/7
√	Standard quality specifications for General Installations	GP/E5/1
√	Standard quality specifications for Material and Equipment	GP/E5/2
√	Standard quality Specification for General Electrical Installations (Schools)	GP/E6/1
√	Standard quality Specification for Electrical Material & Equipment (Schools)	GP/E6/2

Mechanical		GP/E6/2
√	Standard quality specifications for Heating Installations	GP/M2
√	Standard quality specifications for Steam and Condensate Reticulation	GP/M4
√	Standard quality specifications for Medical Gas and Vacuum Systems	GP/M5
√	Standard quality specifications for Air Conditioning Installations	GP/M6
√	Standard quality specifications for Refrigeration Services	GP/M7

4.1.1 Applicable SANS 2001 standards

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

4.1.2 Applicable national and international standards

4.1.3 Particular / generic specifications

Standard General Specification for materials and installation Rev GP / ASC Rev 0
Standard Quality Specification for general Electrical Installations
Quality Specification for Electrical Materials and Equipment
Standard Specifications for Communications, security and specialized power supply systems
Standard Quality Specifications for Mechanical Equipment

Architects specification
Structural Engineer specification
Civil Engineer specification
Electrical Engineer specification
Mechanical Engineer specification
Fire Specialist specification
ICT Specialist specification
Health Technologies specification
Health and Safety specification

4.2 Plant and materials

4.2.1 Plant and materials supplied by the employer

4.2.2 Materials, samples and shop drawings

Samples of materials

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

Workmanship samples

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

Shop drawings

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

The contractor shall:

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

4.2.3 Instruction manuals and guarantees

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

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

- One master manual which contains all original certificates
- Three copies of the master manual

4.2.4 Training staff of the employer

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

4.3 Construction equipment

4.3.1 Requirements for equipment

All equipment to be supplied by the Contractor will comply with the relevant standard specification as provided for by the Employer.

4.3.2 Equipment provided by the employer

4.4 Existing services

4.4.1 Known services

Where information is available, the Project Manager will provide the Contractor with survey drawings showing various known existing underground services. The Contractor shall take the necessary precaution to ensure that the existing services are not damaged. Test holes to locate services shall be excavated of at least two weeks ahead of construction in order to allow time for alterations to services or amendments to the design of works. Once the series have been located the test holes are to be backfilled. The Contractor is to notify the Supervisor immediately when services are exposed for the Supervisor to coordinate the survey. All services will be surveyed in detail, i.e. Pipes - Top of pipe, pipe diameter, pipe type and pipe fittings. The Contractor is required to liaise with the Project Manager and establish as accurately as possible, the location of various existing services situated within the works area and record all such information on a suitable "marked up drawings" for reference at all times. The cost of locating and protecting, if necessary, services shall be included in the rates for services intersecting and adjoining the trenches. A group of cables intersecting or adjoining a trench will be regarded as one service. The existing services shall be protected when excavating for surfacing. The costs of protecting these services shall be included in the rates for excavation and compaction.

4.4.2 Use of detection equipment for the location of underground services

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

4.4.3 Treatment of existing services

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

4.4.4 Use of detection equipment for the location of underground services

The Contractor is to provide at his own cost appropriate detection equipment for the detection and location of underground services.

4.5 Site establishment

4.5.1 Services and facilities provided by the employer

The Employer shall make available a work site to the Contractor for the duration of the Contract. The location of the site will be pointed out by the Supervisor during the site clarification meeting. All facilities as required will be to the account of the Contractor.

Ablution facilities

The Contractor is to provide portable toilets and shall maintain such facilities in a thoroughly clean and tidy condition.

4.5.2 Storage and laboratory facilities

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

4.5.3 Vehicles and equipment

The Contractor will not be required to provide any other equipment or vehicles other than the site office for the Employer and his agents.

4.5.4 Advertising rights

The Contractor shall obtain permission and approval of the Employer before erecting any notice boards or using the details of the contract in any advertising manner.

4.5.5 Notice boards

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

4.5.6 Notice before covering work

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

4.6 Site usage

The Contractor shall ensure that the working areas are properly barricaded as per requirements since the construction site is adjacent to an operational clinic. The Contractor shall ensure the safe passage of the Contractor's traffic to and around the site and working areas at all times that including providing flag men, protective barriers, signage, etc. for protection, direction and control of traffic where necessary. The Contractor shall ensure that all his staff, labour and Equipment remain within his allocated and barricaded construction areas. The Contractor ensures that any of his staff, labour and Equipment moving outside of his allocated site and working areas do not obstruct the operational areas. All access routes will be allocated and coordinated by the Project Manager. All the Contractor's staff and labour working within the construction areas shall comply with the project site specific safety plan and shall be equipped with all necessary PPE as well as high visibility apparel.

4.7 Water for construction purposes

The Contractor is to provide, remove and make good upon completion all the necessary temporary water connections and meter box to the local authority for the provision of construction water which will be at his Contractors' cost.

4.8 Survey control and setting out of the works

The Contractor shall verify all trench dimensions on site with the supervisor before setting out the works. The Contractor is to bring in his own survey controls to establish benchmarks for the setting out of the works. The Contractor shall verify all dimensions on site before commencing with ordering of any material and/or commencing with any work and/ or commencing manufacturing of any items and he shall be responsible for the correct setting out of the work and ensuring that all items fit properly. The Contractor shall ensure that property beacons, trigonometrical survey beacons or setting out beacons are not displaced or destroyed without the consent of the Project Manager. Property beacons and trigonometrical survey beacon that have been destroyed shall be replaced by a registered land survey, who shall certify such replacement. The cost of replacing such damaged beacons, without the consent of the Project Manager shall be at the responsibility and cost of the Contractor.

5 MANAGEMENT

5.1 Management of the works

5.1.1 Applicable SANS 1921 standards

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

SANS 1921-1: General engineering and construction work
SANS 1921-5: Earthworks activities, which are to be performed by hand
SANS 1921-6: HIV / AIDS awareness

5.1.2 Particular / generic specifications

Departmental specification as indicated will apply.

5.1.3 Planning and programming

The Project shall be in either Primavera, Candy or Microsoft and shall include the following details:

- A work breakdown structure, identifying the major activity groups
- The linkages between activities shall be clearly indicated and the logic network upon which the programme is based should be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource related.
- The critical path(s) shall be clearly indicated and the floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme manager and subcontractors where relevant.
- Together with the programme as detailed above the contractor shall submit to the Project Manager a cash flow projection, indicating projected monthly invoice amounts. The cash flow projections shall be updated at monthly intervals to reflect actual payment to date and anticipated further payments.
- The programme shall be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Project Manager at least two days prior to the monthly meetings.

- If the program has to be revised by any reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in the JBCC or any granted extension of time. Any proposal to increase the tempo of work shall be accomplished by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

5.1.4 Sequence of the works

The works are to be executed so as to comply with the accepted and approved construction programme, any deviation and/or changes to the programme must be preapproved by the Project Manager.

The works will be done in two sections and four phases as stipulated in the Construction data. (C1.3)

5.1.5 Quality plans and control

A proposed inspection, test and quality plan based on ISO 9000 standards, indicating the main activity/ material control, must be provided with the tender.

The Tender shall provide a proposed acceptance test procedure in his tender for all systems and subsystems.

5.1.6 Environment

The Contractor shall comply with all applicable environmental regulations. The Contractor shall identify the potential environmental impacts that may occur as a result of his/her activities and accordingly prepare separate Method Statements describing how each of these impacts will be prevented or managed so that the standards set out in this documents are achieved.

The Contractor shall establish his construction camps, offices, workshops, staff accommodation and any other facilities on site in a manner that does not adversely affect the environment. These facilities must not be sited in close proximity to sensitive areas. The Contractor shall ensure that existing trees as may be identified by the Project Manager are protected as necessary.

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

5.1.7 Accommodation of traffic on public roads occupied by the contractor

Where the works require accommodation of traffic on public roads, the Contractor shall provide the following as required;

- Traffic-control devices such as flagmen, STOP and GO signs, traffic signals.
- Statutory permanent and temporary road signs and barricades.
- Channelization devices and barricades including delineators, cones, road studs, road marking, etc.
- Barriers such as New Jersey, plastic moveable barriers, etc.
- Warning devices on plant and construction vehicles.
- Road markings.

5.1.8 Testing, completion, commissioning and correction of defects

All sampling and testing methods shall be conducted in accordance with the following

- In road construction - SANS 1200, TMH1 method as mentioned in COLTO 8102 must be utilised.
- Testing of concrete - TMH1 and D5 as mentioned COLTO 8106 must be utilised.
- Testing of Soils, Gravel and Crushed stone - TMH1 and TMH5 as specified COLTO 8107 must be utilised.
- Testing of tar, bitumen and asphalt - the relevant codes for testing method must be utilised as mentioned in COLTO 8109.
- The contractor is to invite the engineer for works inspection for snagging on identified defects on site and must be corrected according to the engineer's snag list. Upon completion of the snag items the engineer must be called to site final inspection with the Council inspector if applicable to sign off on completion works.
- The Contractor is to refer to the attached specifications for Mechanical and Electrical work for testing relating there to.

5.1.9 Key personnel

The Contractor shall submit an organogram indicating all key personnel involved in this contract as well as their telephone or cell phone numbers. This information should be available within 2 (two) weeks after the award of the contract.

5.1.10 Forms for contract administration

All contract administration forms must be in the manner prescribed by the JBCC as well as the scope of the work.

5.1.11 Electronic payments

The Contractor is to refer to Clause 50.2.Z4 and Z13 of the Contract data.

5.1.12 Daily records

The Contractor shall provide an A4 triplicate book to be used as a Daily Diary book for duration of the contract. The Supervisor shall retain the original sheet and the Contractor shall retain the first copy of each sheet. The second copy of each completed sheet shall be left in the Daily Diary book. The diary shall be completed on a daily basis. The Supervisor shall provide the required format of the site diary to the Contractor during the first site meeting.

In addition to this the Contractor shall provide an A4 size triplicate book to act as a Site Instruction book. The supervisor shall retain the original and the Contractor shall retain the first copy of each sheet. The second copy of each completed sheet shall be left in the Site Supervision book. Only the Supervisor and/or delegated representative will have the authority to issue Site Instruction to the Contractor.

5.1.13 Guarantees

The tender submits a letter of intent to provide bank guarantees of 5% of the offer (inclusive of VAT) from the bank duly registered in terms of the Banks Act No 94 of 1990. The successful bidder shall, within twenty-one (21) calendar days of receipt of the Letter of Appointment, submit to the Employer an original bank guarantee in accordance with the provisions of the Contract Data.

- Should the bidder be unable to submit the Bank Guarantee within the prescribed 21-day period, they must submit a formal written request for an extension to the Head of Department (HOD) through the Contract and Performance Management Unit.

- No other official is authorised to approve such an extension.

Upon appointment an original bank guarantee must be submitted to the Employer within 21 calendar days of the receipt of the appointment letter for safe keeping until the Contractor has fulfilled all his contractual obligation. The Contractor is to use the template provided in this tender document as is without any alterations, and is to be issued by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990), South African bank.

5.1.14 Payment certificates

The Contractor is to refer to Clause 50.2 Clause Z4 and Z13 for submission of payment certificates.

5.1.15 Permits

All the Contractor's staff, workmen and sub contractors will be required to have access permits to a standard acceptable by the Project Manager to ensure ease of movement into and out the work areas. The following minimum information shall be included:

- Company name and logo
- Employees name and ID
- Date of issue and period of validity
- Company details (Telephone Number, Fax and email address)

5.1.16 Proof of compliance with the law

5.1.17 Insurance provided by the employer

The Contractor is to refer to Clause 84.1 and 84.2 relating to the provision of insurances

5.2 Health and safety

5.2.1 Health and safety requirements

5.2.2 Protection of the public

All work areas to be barricaded with signage and inspected on a daily basis. Excavations to be hard barricaded with signage, inspected on a daily basis and findings to be logged in a register by a competent excavation supervisor. Appointed OHS officer to inspect all work areas and log all findings in a register. Fencing to be erected around site and access to be controlled by a security company with a visitors register. CLO or LDO to inform community leaders of risk and hazards of work taking place. Appointed OHS officer to assist CLO or LDO with reports. For traffic accommodation safety refer to 5.2.4.

5.2.3 Barricades and lighting

Fencing to be erected around site and access to be controlled by a security company with a visitors register. Excavations to be hard barricaded with signage. Excavations outside site work area to have flashing warning lights. Authorised inspection authority to do a Lux inspection of the work area to determine needed lighting.

All traffic accommodation to be done in accordance with the National Road traffic Act and Signage to be erected as per SARTSM Vol2 Chapter 13. Competent OHS officer to be appointed with a minimum of 3years traffic accommodation experience. Traffic accommodation to be inspected daily and findings to be logged in a register. Traffic accommodation to be inspected at every end of site with photographic evidence. Flagmen to be formally trained and appointed. Contractor to compile and submit a Traffic accommodation Plan/ Method Statement to the Engineer for approval 14 days prior to Site Establishment.

5.2.4 Measures against disease and epidemics

Medical surveillance to be done on all employees comprising of entry medical before starting any activity on site, once yearly and final on contract completion. Medical certificates to be kept for a minimum of 40years. Where employees are exposed to raw sewage and or medical waste they are to undergo biological monitoring as defined in Occupation Health and Safety Act.

5.2.5 Aids awareness

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

5.3 Annexures

Annexure A	Occupational Health and Safety Specifications
Annexure B	EPWP Requirements
Annexure C	Architectural Drawings, Registers & Specifications
Annexure D	Electrical Drawings, Registers ,Specification & BOQ
Annexure E	Mechanical Drawings,Registers, Specification & BOQ
Annexure F	Structural Drawings, Registers & Specification
Annexure G	Geotechnical Report



TENDER DID **DID 07/03/2026**

ADDITIONS AND REFURBISHMENTS OF G-FLEET - PHASE 2

Part C4.1 Site Information

C4.1 THE SITE

At Gfleet Bedfordview Complex, Germiston, Johannesburg

Co-ordinates : -26.167043, 28.136219

C4.2 WORK AREA

Employer shall make available a work site , free of charge, to the Contractor for the duration of the Contract. The location of the site will be pointed out by the Supervisor during the site clarification meeting. The Contractor shall submit a site layout plan indicating the proposed working areas, storage, stock piling area, amongst others before for approval by the Project Manager before establishing on site.

C4.3 ACCESS

The site is accessible will be confirmed by the Principal agent

GENERAL

Geotechnical report

The Contractor is referred to the Dolomitic Stability and geotechnical investigation report which is annexed to this tender document, for information regarding the soil condition, hydrographic, hydrological data and mapping of the site.

Existing services

The Contractor is to refer to the Land Surveyor's drawings for information pertaining to services on the Site.

Restrictions on site

Whilst there are no known restriction on site , the Contractor is to seek confirmation from the Project Manager before any site establishment.



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ANNEXURE A

**DUTIES
COVER**

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

Clause	Project Manager	Supervisor	Employer
Core Clauses			
10,1	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and co-operation
13,1	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied, and recorded
13,3	To reply to a communication within the <i>period for reply</i>	To reply to a communication within the <i>period for reply</i>	
13,4	To reply to a communication submitted or resubmitted for acceptance. To state reasons for non acceptance		
13,5	To notify any agreed extension to the <i>period for reply</i>		
13,6	To issue certificates to the <i>Employer</i> and the <i>Contractor</i>	To issue certificates to the Project Manager and the Contractor	
13,7	To communicate notifications separately from other communications.		
13,8	May withhold acceptance of a submission by the Contractor.		
14,2	To notify the <i>Contractor</i> before delegating any actions or canceling any delegation	To notify the <i>Contractor</i> before delegating any actions or cancelling any delegation	
14,3	May give an instruction which changes the Works Information or a Key Date		
14,4			To give notice to the Contractor before replacing the <i>Project Manager</i> or <i>Supervisor</i>
15,1	To reply to the Contractor's proposal for adding to the Working Areas. To state reasons for non-acceptance		
16,1	To give early warning of matters with delay, cost, performance implications or meeting a Key Date. To enter early warning matters in the Risk Register.		
16,2	May give instructions to Contractor to attend risk reduction meeting. May instruct others to attend if Other agrees.		
16,3	To co-operate at early warning / risk reduction meetings		
16,4	To record decisions made by revising the Risk Register and issuing to Contractor. To instruct change to Works Information, if required, at the same time as issuing the revised Risk Register.		
17,1	To give notice of ambiguities or inconsistencies in the documents. To give instructions resolving ambiguities or inconsistencies.		
18,1	To give instructions changing the Works Information in the event of illegality or impossibility in the Works Information		
19,1	To give an instruction dealing with an event described		
21,2	To accept particulars of the Contractor's design or give reasons for non-acceptance		
23,1	To accept particulars of the design of Equipment or to give reasons for non-acceptance		
24,1	To accept replacement persons proposed by the Contractor or to give reasons for non-acceptance		
24,2	May instruct the Contractor to remove an employee having stated his reasons		
25,2	To assess the cost incurred if the Contractor does not provide the services and other things		To provide services and other things
25,3	To assess the additional cost		
26,2	To accept proposed Subcontractors or to give reasons for non-acceptance		
26,3	To accept proposed subcontract conditions or to give reasons for non-acceptance		

Clause	Project Manager	Supervisor	Employer
Core Clauses			
30,2	To decide the date of Completion. To certify Completion within one week of completion		
31,3	To accept the <i>Contractor's</i> programme within two weeks of submission or to give reasons for non-acceptance		
32.2 & 31.3	To accept a revised programme or to give reasons for non-acceptance		
33,1			To give possession / access of each part of the site before the later of the <i>possession / access date</i> and the date for possession / access shown on the Accepted Programme
34,1	May instruct <i>Contractor</i> to stop or not start any work and later to re-start or start it.		
35,1			To take over the works not more than two weeks after Completion
35,2			To take over any part of the works put into use (subject to exceptions)
35,3	To certify within one week the date when the <i>Employer</i> takes over any part of the works		
36,1	May instruct the <i>Contractor</i> to submit a quotation for acceleration. To state changes to the Key Dates to be included in the quotation.		
40,2			To provide materials, facilities and samples for tests and inspections as stated in the Works Information, if any
40,3	-	To notify the <i>Contractor</i> of his tests and inspections before they start and afterwards of the results.	
40,5	-	To do tests and inspections without causing unnecessary delay to work or payment	
40,6	To assess the cost incurred by the <i>Employer</i> in repeating a test or inspection after a Defect is found.	-	
41,1		To notify the <i>Contractor</i> of the results of the test or inspection on Plant and Materials required by the Works Information to be tested or inspected before delivery.	
42,1		May instruct the <i>Contractor</i> to search for a Defect and to give reasons for searches which are instructed	
42,1		To notify the <i>Contractor</i> of Defects found before the defects date	
43,3		To issue the Defects Certificate at the later of the defects date and the last defect correction period	
43,4	To arrange for the <i>Employer</i> to allow access and use to the <i>Contractor</i> of any part of the works needed for the correction of Defects after taking over		To allow access to the contractor after take over if needed for the correction of a Defect
44,1	May propose to <i>Contractor</i> that Works Information should be changed to avoid correction of a Defect		
44,2	To change the Works Information, the Prices and the Completion Date if a quotation for not correcting Defects is accepted		
45,1	To assess the cost of having Defects corrected by others if the <i>Contractor</i> fails to correct notified Defects within the <i>defect correction period</i> even though access was given		
45,2	To assess the cost of correcting Defect where <i>Contractor</i> not given access to correct it		
50,1	To assess the amount due for payment at each assessment date. To decide the first assessment date to suit the procedures of the parties		
50,3	To retain one quarter of the Price for Work Done to Date until the <i>Contractor</i> has submitted a first programme showing information required		

Clause	Project Manager	Supervisor	Employer
Core Clauses			
50,4	To consider any application from the Contractor when assessing amounts due for payment. To give the Contractor details of how amounts due have been assessed		
50,5	To correct any wrongly assessed amount due in a later payment certificate		
51,1	To certify payment within one week of each assessment date		To pay amount due to the Contractor
51,2			To pay within four weeks of the assessment date. To pay interest on late payment
51,3	To assess interest to be paid on correcting amounts		To pay interest on correcting amounts
61,1	To notify the Contractor of compensation events which arise from the giving of instructions or changing of earlier decisions. To instruct the contractor to submit quotations		
61,2	May instruct the contractor to submit quotations for a proposed instruction or proposed changed decision		
61,4	To decide within one week of notification (or such longer period as the Contractor agrees) whether the Prices, the Key Dates and the Completion Date should be changed when the Contractor notifies a compensation event. To notify the Contractor of the decision and instruct the contractor to submit quotations		
61,5	To decide whether the Contractor did not give any early warning of a compensation event which could have been given and to notify the Contractor of his decision		
61,6	To state assumptions for the assessment of compensation events in the event that the effects are too uncertain to be forecast reasonably To notify a correction to any assumptions later found to have been wrong		
62,1	To discuss with the Contractor different ways of dealing with the compensation event that are practicable May instruct the Contractor to submit alternative quotations		
62,3	To reply to quotations for compensation events within two weeks of the submission		
62,4	To give reasons to the Contractor when instructing the submission of a revised quotation		
62,5	To extend the time allowed for the submission of quotations and replies if the Contractor agrees To notify the Contractor of any agreed extensions for the submission of quotations or replies		
63,5	To assess the event as if the Contractor had given an early warning if the Project Manager has notified the Contractor of his decision under clause 61.5		
63,9	To correct the description of a condition for a Key Date if a change to the Works Information makes the description incorrect To take the correction into account when assessing the compensation event for the change to the Works information		

Clause	Project Manager	Supervisor	Employer
Core Clauses			
64,1	To assess a compensation event: <ul style="list-style-type: none"> If the Contractor has not submitted a quotation and details within the time allowed If the <i>Project Manager</i> decides the Contractor has not assessed the compensation event correctly If the <i>Contractor</i> has not submitted a required programme If the <i>Project Manager</i> has not accepted the <i>Contractor's</i> latest programme 		
64,2	To assess a compensation event using his own assessment of the programme: <ul style="list-style-type: none"> If there is no Accepted Programme If the Contractor has not submitted a revised/altered programme for acceptance as required 		
64,3	To notify the <i>Contractor</i> of any assessments made (inclusive of details) of a compensation event within the period allowed to the <i>Contractor</i> for his quotation		
65,1	To implement compensation events notifying the <i>Contractor</i> of accepted quotations; or his own assessments; or a <i>Contractor's</i> quotation treated as having been accepted by the <i>Project Manager</i>		
71,1		To mark Equipment, Plant and Materials outside the Working Areas for payment purposes	
73,1	To instruct the <i>Contractor</i> how to deal with objects of value, historical or other interest		
83,1			To indemnify the <i>Contractor</i> against claims etc. due to <i>Employer's</i> risks
84,1			To provide insurances as stated in the Contract Data, if required
85,1	To accept policies and certificates of insurance submitted by the Contractor or to give reasons for non-acceptance		
85,3			To comply with the terms and conditions of insurance policies

Clause	Project Manager	Supervisor	Employer
Core Clauses			
86,1			May insure a risk which the Contractor should insure if the Contractor does not submit a required policy or certificate
87,1	To submit to the <i>Contractor</i> policies and certificates for insurances to be provided by the <i>Employer</i> as required by the contract		To provide policies and certificates for Insurances to the <i>Project Manager</i>
87,3			To pay the costs incurred by the <i>Contractor</i> in covering insurances which are the <i>Employer's</i> responsibility
90,1	To issue a termination certificate promptly when either Party gives notice of termination for reasons complying with the contract		To notify the Project Manager and the Contractor, giving details of reasons before terminating
90,4	To certify final payment within 13 weeks of termination		To make payment within four weeks of the <i>Project Manager's</i> certificate
92,1			May complete works himself and may use Plant and Materials to which he has title
92,2	To notify the <i>Contractor</i> that the <i>Employer</i> no longer needs Equipment to which the Contractor has title		May instruct the <i>Contractor</i> to leave the Site, remove any Equipment, Plant and Materials and assign subcontractors May use any Equipment to which the <i>Contractor</i> has title
Option B			
36,3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
60,6	To correct mistakes in the <i>bill of quantities</i> which are departures from the rules in the <i>method of measurement</i> or due to ambiguities or inconsistencies		
63,11	May make his own assessments using the Shorter Schedule of Cost Components		
65,4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		
Option C			
20,4	To consult with the <i>Contractor</i> on the preparation of forecasts of total Defined Costs		
26,4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		
36,3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
40,7	To not include amounts due to the <i>Contractor</i> for the cost of carrying out the repeat test or inspection		
53,1	To assess the <i>Contractor's</i> share of the difference between the total of the Prices and the Price for Work Done to Date		
53,3	To make a preliminary assessment of the <i>Contractor's</i> share at Completion		
53,4	To assess the <i>Contractor's</i> share in the final amount due using the final Price for Work Done to Date and the final total of the Prices		
54,2	To accept a revision to the <i>activity schedule</i> or to give reasons for non-acceptance		
63,15	May make his own assessments using the Shorter Schedule of Cost Components		
65,4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		
93,4	To assess the Contractor's share after certifying termination		

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



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ANNEXURE A

Annexure A.1: Occupational Health And Safety Specification

Annexure A.2: Baseline Risk Assessment

Annexure A: Generic specification for Occupational Health and Safety in engineering and construction works contracts

1 Scope

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

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

2 Definitions

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

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

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

hazard: a source of or exposure to danger

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

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

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

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

reasonably practicable: practicable having regard to:

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

risk: the probability that injury or damage will occur

sate: free from any hazard

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

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

structure

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding,
- b) any formwork, false work, scaffold or other structure designed or used to provide support or means
- c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning

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

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

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity

3.2 Compliance with the requirements of this specification does not necessarily result in compliance

4 Requirements**4.1 General requirement**

4.1.1 The contractor shall execute the works in a manner that complies with all the requirements of the

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

- a) identify the hazards and evaluate the risks associated with such work constituting a hazard
- b) as far as is reasonably practicable, prevent the exposure of such employees to the hazards

4.1.3 The contractor shall as far as is reasonably practicable, cause every employee to be made

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

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

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

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

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

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

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

4.2 Health and safety representatives

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

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- f) inspect the site with a view to, the health and safety of employees, at regular intervals;
- g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- h) participate in any internal health or safety audit.

4.2.2 inform the relevant safety representative:

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

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

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

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

4.3 Appointment of construction supervisor and safety officers

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

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

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

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

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

4.4 Risk assessment

4.4.1 The contractor performing work falling within the contract shall before the commencement of any

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

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It

- 1) **Identify the hazards** by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) **Evaluate the risks and decide on precautions** by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).
- 4) **Record the findings** by writing down the findings of the risk assessment.

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

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

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

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

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

- 4.4.6** The contractor shall ensure that:
- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new
 - b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
 - c) account of specification data prepared by the designer of the structure is taken into account in the risk assessment;

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

4.5 Health and safety plans

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

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

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

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

What are the	Who might be	What are the safe	What further	Action by	Action by

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

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

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

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

- 4.5.6** The contractor shall update the health and safety plan whenever changes to the works are brought about.
- 4.6 Subcontractors**
- 4.6.1** The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the subcontractor shall:
- a) shall co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
 - b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
- 4.6.2** The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.
- 4.6.3** The contractor shall take reasonable steps as are necessary to ensure:
- a) co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and
 - b) that each sub-contractor's health and safety plan is implemented.
- 4.6.4** The contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such contractors, but at least once per month.
- 4.6.5** The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- 4.6.6** The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.
- 4.6.7** The contractor shall ensure that:
- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
 - b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
 - c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.
- 4.6.8** The contractor shall receive, discuss and approve health and safety plans submitted by
- 4.6.9** The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.6.10** The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

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

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

4.7 Reporting of incidents

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

4.8 Administration

4.8.1 Notification of intention to commence construction work

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

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

4.8.2 Health and safety file

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

- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- b) the letters of appointments of health and safety representatives;
- c) the minutes of all health and safety meetings;
- d) a comprehensive and updated list of all the subcontractors (domestic) employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- e) a copy of each and every subcontract agreement;.
- f) the contractor's health and safety plan;
- g) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- h) the recommendations made to the contractor by the health and safety committee referred to in 4.2.3
- i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and
- j) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- k) proof that the contractor and every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) the inputs of the safety officer, if any, into the health and safety plan;
- m) a copy of risk assessments made by competent persons;
- n) details of induction training conducted whenever it is conducted;
- o) proof of all subcontractor's induction training whenever it is conducted;
- p) letters of appointments for competent persons to supervise prescribed activities;

- q) proof of the following where suspended platforms are used:
- i) a certificate of system design issued by a professional engineer, professional certific:
 - ii) proof of competency of erectors;
 - iii) proof of compliance of operational design calculations with requirements of the system
 - iv) proof of performance test results;
 - v) sketches indicating the completed system with the operational loading capacity of the platform;
 - vi) procedures for and records of inspections having been carried out;
 - vii) procedures for and records of maintenance work having been carried out;
 - viii) proof that the prescribed documentation has been forwarded to the provincial director;
- r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- s) the names of the first aiders on site and copies of the first aid certificates of competency.

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

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

4.9 First aid, emergency equipment and procedures

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

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



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ANNEXURE B

Annexure B: EPWP Requirements

TRAINING MONTHLY SUMMARY SHEET

Name of Contractor
 Project Name
 Project Number
 Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number	Surname	Initials	First Name	ID Number	Birth Date	Course Name	Course Code	Rate per day	Start Date	End Date	Total Number of Trainees	Number of Days	Cost	Status	Training Provider
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
20	Totals for month														

Signature Official _____

BENEFICIARY LIST

Name of Contractor
 Project Name
 Project Number
 Month:

Worker #	Name	Initials	Surname	ID Number	Date of Birth	Gender	Disability (Y?N)	Highest Level of Education	Start Date	End Date	First Language ID	Address	Contact Number	Government Grant (Y/N)	Other Language ID 1	Other Language ID 2	Number of people in Household	Number of Dependants in Household	Number of Children attending school	
1																				
2																				
3																				
4																				
5																				
6																				
7																				
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 Signature of CLO



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ANNEXURE C

Annexure C: Architectural Drawings, Register & Specifications



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ANNEXURE D

Annexure D: Electrical Drawings, Register, Specifications & BOQ



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ANNEXURE E

Annexure E: Mechanical Drawings, Register, Specifications & BOQ



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ANNEXURE G

Annexure G: Civil Drawings, Register, Specifications & BOQ



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ANNEXURE F

Annexure F: Structural Drawings , Register & Specifications



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ANNEXURE G

Annexure G: Geotechnical Report



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ANNEXURE D

Annexure H: Calculation of Penalties

CALCULATION OF PENALTIES**CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)**

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

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

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

EXAMPLE

Estimated contract value = **R123 442 489,18**
Contract period = 24 months

$$R123\,442\,489,18 \times \frac{0,0125}{100}$$

= R15 430,31/day

Therefore rounded off to the nearest R100.00

= R15 400,00/day

PENALTIES ON CONTRACTS IN PHASES

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