

# TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

REQUEST FOR PROPOSALS (RFP)	
<b>RFP Description:</b>	<b>The Construction of the External Electrical Bulk Infrastructure for the TASEZ Phase 2 Programme</b>
<b>RFP Number:</b>	<b>RFP/002/2025</b>
<b>CIDB Grading:</b>	<b>8 EP or Higher</b> - Potential bidders with a CIDB grading of 7 EP are not eligible to bid
<b>Closing Date:</b>	<b>26 September 2025</b>
<b>Closing Time:</b>	<b>12h00</b>
<b>RFP Validity Period:</b>	<b>120 Calendar Days</b>
<b>Compulsory Briefing:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Compulsory Briefing Session Details: Date: <b>12 September 2025</b> Time: <b>10h00 – 13h00</b> Venue: TASEZ Central Hub Manitoba, The Willows 340-Jr, Pretoria, 0081 <a href="https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6">https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6</a>
<b>TASEZ Enquiry Details:</b>	
<b>Name:</b>	TASEZ SCM
<b>Contact Numbers:</b>	012 564 3174
<b>Email Address:</b>	<a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>
<b>Delivery Address:</b>	The Procurement Officer Tshwane Automotive Special Economic Zone Building 21 Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria; Pretoria (Gauteng)
<b>Special Note for Bidder:</b>	
<b>Bidder's Name:</b>	

## **Book 1: The Tender**

## **Volume 1: Tendering Procedures**

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# Project Overview and Terms & Definitions

## Project Overview

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

Phase 2 spans over 81ha in Silverton and will be developed as a mixed-use development in line with market demands, these will include: -

- 1) Centre of Excellence Campus which will facilitate the following: -
  - a) An incubation Programme (Industry/Community Needs)
  - b) Skills Academy (Artisan, High Tech & Scarce Skills Programmes)
  - c) University/UT & TVET Partnership Programmes
  - d) High-Performance Grade 10 – 12 Technical School
  - e) Research and Electronic Library Centre Node.
- 2) Retail & Office Node
- 3) New Industrial Node
- 4) Truck Staging
- 5) Road upgrades (Intersection Designs Concluded, Construction part of scope for Phase 2)
- 6) New Reservoir (Required, Bronberg currently servicing Phase 1 & 1A)

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

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

The electrical bulk services infrastructure high-level scope includes:

### 1) Watloo to Phase 2 Infrastructure Network

- a) The supply, delivery to site, offloading, placing into final position, installation and guarantee of 4 new MV 11kV circuit breakers switchgear panels specialized for the distribution and control of power as specified in this document and accompanying drawings. The vendor drawings to be subject to approval by CoT.
- b) The supply, delivery to site, offloading, placing into final position, installation and guarantee of all the electrical bulk services and associated loose equipment, MV cables, fibre optic communications cables, as specified in this document and accompanying drawings.
- c) Supply & install 4 x 300mm<sup>2</sup> x 3 core Al 11kV cables from Watloo Substation to new distribution substation on Erf 179.
- d) Trenching, backfilling and compacting of cable routes for MV cabling.
- e) The reinstatement of roadways, driveways, paving and gardens required once the MV reticulation has been installed.
- f) Construct a brick build S1 substation complete with 11kV switchgear on Erf 178 as indicated on the schematic diagram & layout plan
- g) Sleeves, horizontal drilling and road crossings.
- h) Supply & install a 25mm<sup>2</sup> x 4 core PVC insulated Al ECC from minisub to streetlights as per layout drawings & schematic diagram (future extension to Vonkprop Road)
- i) Streetlighting installation to future extension to Vonkprop Road.
- j) Supply and installation of a SCADA communications and control system, from the Watloo Substation to the newly constructed TASEZ Phase Distribution MV infrastructure including fibre optic cable to City of Tshwane requirements.
- k) Testing, commissioning and handover of the bulk supply infrastructure to CoT on completion of the project.

### 2) Nellmapius Substation Infrastructure Network

- a) Supply & install a 4MVA metering type RMU for Erf 173 as per layout plan & schematic diagrams
- b) Supply & install a 4 MVA metering type RMU for Erf 174 as per layout plan & schematic diagrams
- c) Supply & install a 500 kVA 11kV miniature substation for Erf 176 as per layout plan & schematic diagrams. Including concrete channel or trenching, backfilling and compacting of cable route for MV cabling to provide an economical solution.

- d) Earthing system to substations and MV reticulation.
- e) Trenching, backfilling and compacting of cable routes for MV cabling.
- f) The reinstatement of roadways, driveways, paving and gardens required once the MV reticulation has been installed.
- g) Supply and installation of MV cable network infrastructure to CoT specifications and standards.
- h) Sleeves, horizontal drilling and road crossings.
- i) Supply and installation of a SCADA communications and control system to new MV infrastructure including fibre optic cable to City of Tshwane requirements.
- j) Testing, commissioning and of the bulk supply infrastructure to CoT on completion of the project.

### **3) Site Construction Work**

- a) Establishment of the Contractor's Camp Site
- b) Site clearance
- c) Temporary work
- d) Alterations and additions to the existing Watloo substation
- e) Supply and installation of new main electrical feeder cables
- f) Supply and installation of a SCADA system between Watloo substation and TASEZ
- g) Supply and install 4 boards at Watloo Substation
- h) Provide reticulation to the residential area
- i) Appointment of SMME contractors to carry out works detailed in the Bill of Quantities
- j) Compile as-built drawings
- k) Liaison with other contractors on the industrial site for access
- l) Finishing off the site
- m) Trim the site and comply with all environmental rehabilitation requirements
- n) Compile as-built drawings

These works will take place in Phase 2 of TASEZ Infrastructure located at The Willows 340-JR to be known as SAMCOR PARK X10, Pretoria.



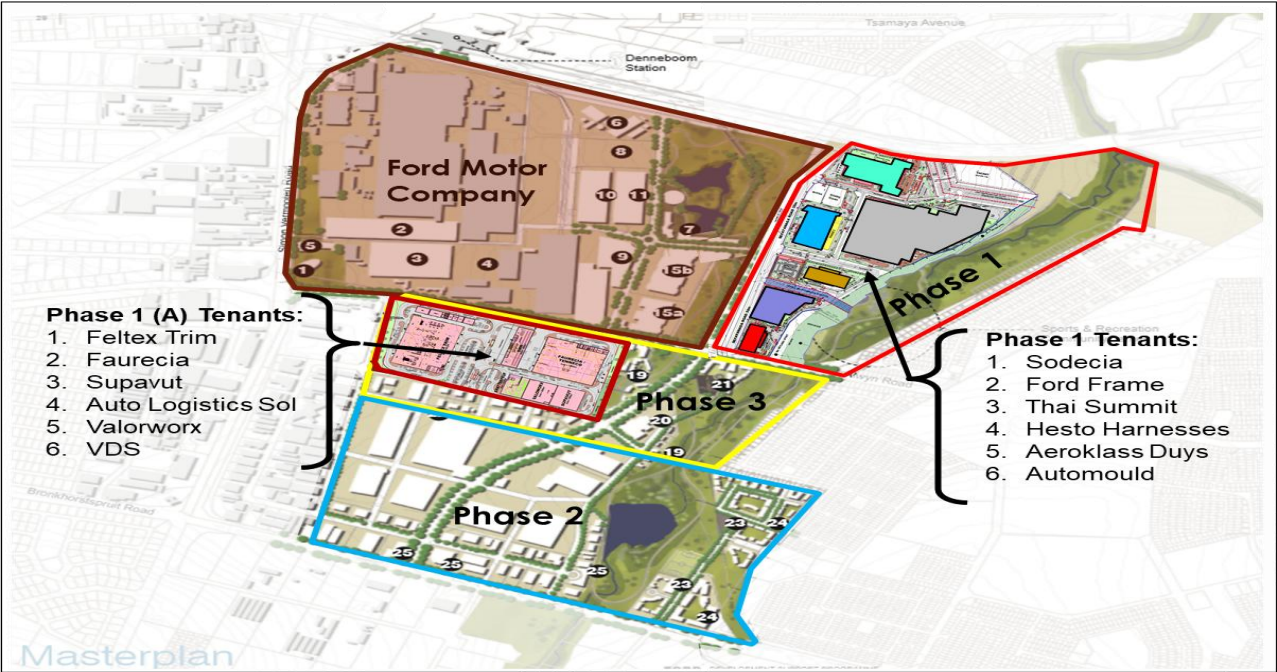


Figure 1: TASEZ Masterplan

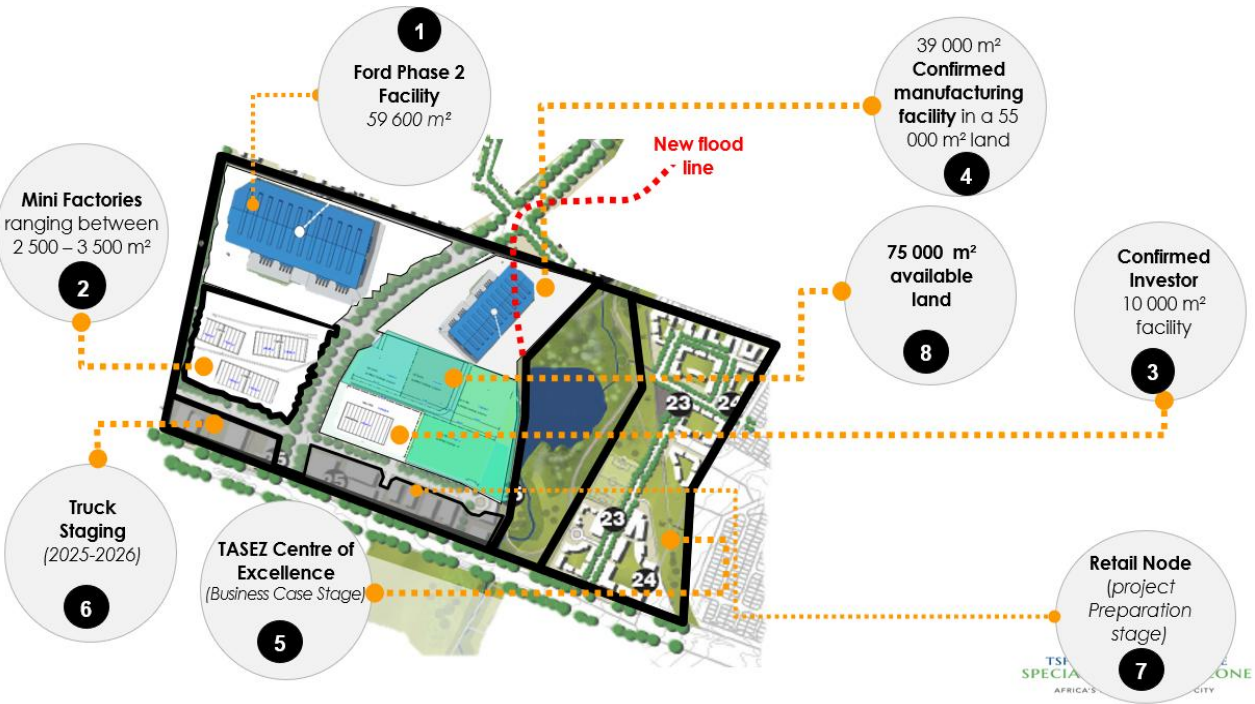


Figure 2: TASEZ Phase 2 Site Layout



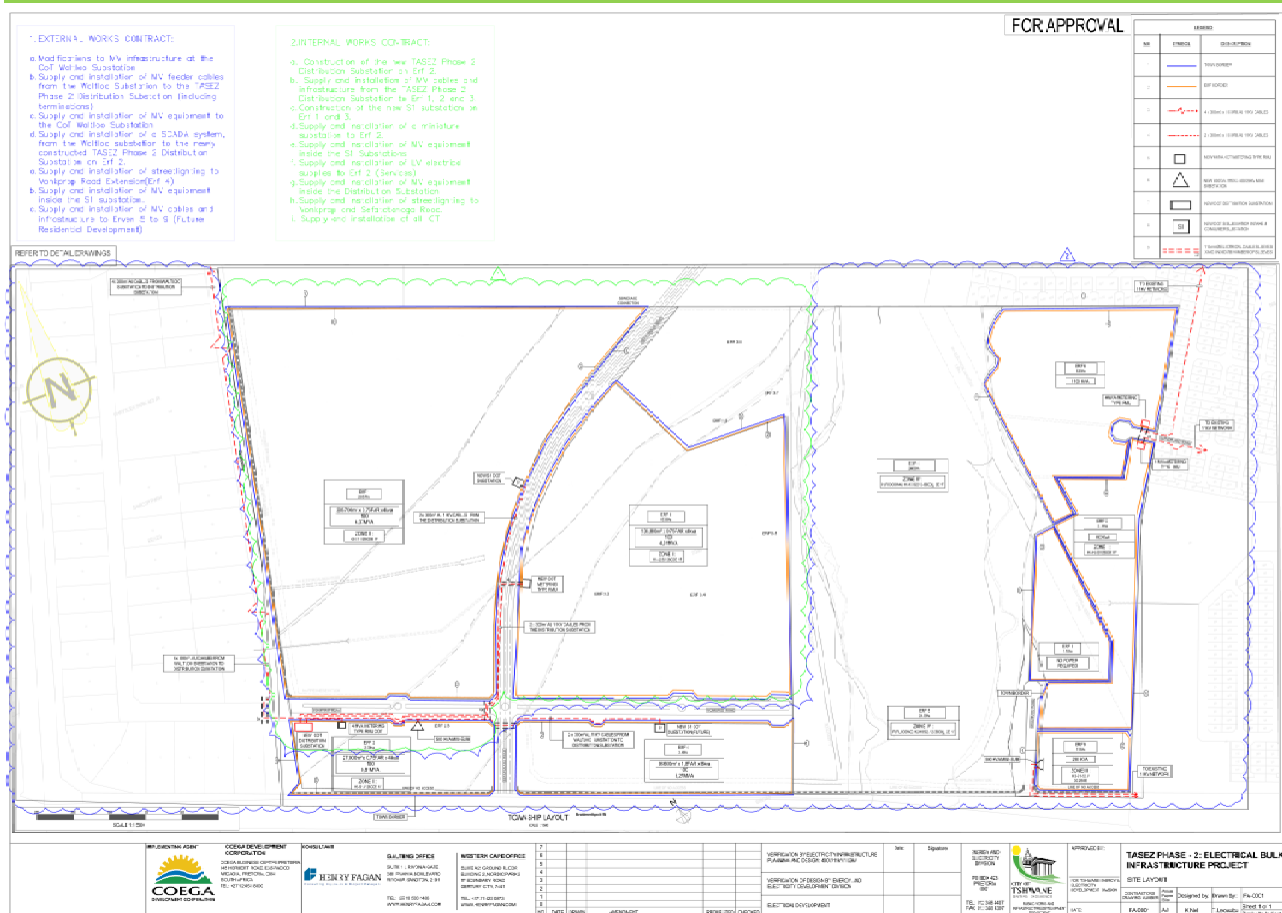
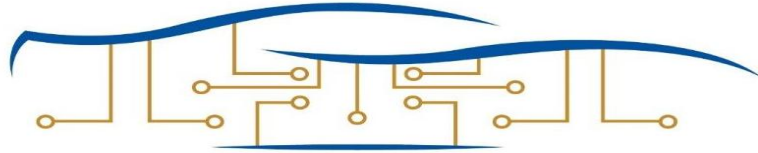


Figure 4: Bulk Electrical Infrastructure Site Layout

## Definitions

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



# TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

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## Part T1: Tendering Procedures



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

TASEZ is inviting capable and competent Contractors with a CIDB grading of **8EP or higher** to submit their bids for **The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme** to be in The Willows 340-JR to be known as SAMCOR PARK X10, Pretoria.

The type of contract used will be an amended FIDIC contract, Second Edition 2017 (Red Book) published by the International Federation of Consulting Engineers (FIDIC).

To be eligible to bid, the Contractor must be registered with CIDB in the category **Grade 8EP or Higher** (Electrical Engineering Works – Infrastructure). Emerging Bidders with CIDB **Grade 7EP PE** are not eligible to respond to this tender and will not be considered.

The project is to be completed within **6 months** from the Commencement Date.

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

<b>Tender Number:</b>	RFP/002/2025
<b>Tender Description:</b>	The Construction of the External Electrical Bulk Infrastructure for the TASEZ Phase 2 Programme
<b>Organisation:</b>	Tshwane Automotive Special Economic Zone (TASEZ)
<b>Division:</b>	Infrastructure Development Division
<b>CIDB Grading</b>	8 EP or Higher
<b>Tender Documents:</b>	<p>This Tender Document may be downloaded directly from these websites: <b><u>Documents can be downloaded for free.</u></b></p> <ol style="list-style-type: none"> <li>1. National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a></li> <li>2. TASEZ Tender Portal website at <a href="http://www.tasez.co.za">www.tasez.co.za</a></li> <li>3. CIDB website at <a href="https://www.cidb.org.za/cidb-tenders/current-tenders/">https://www.cidb.org.za/cidb-tenders/current-tenders/</a></li> </ol>
<b>Tender Document Availability:</b>	Tenders can be collected from <b><u>01 September 2025.</u></b>
<b>Compulsory Briefing / Clarification Meeting:</b>	<p>A compulsory clarification meeting with representatives of the <i>Employer</i> will take place at Silverton – TASEZ Central Hub - Manitoba, The Willows 340-Jr, Pretoria, 0081 (<a href="https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6">https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6</a>), Coordinates -<b><u>25.721974934467674, 28.358535517271232</u></b> on <b><u>12 September 2025</u></b> starting at <b><u>10h00.</u></b></p> <p><b><u>Briefing presentation and minutes will be made available to all invited bidders</u></b></p>
<b>Queries:</b>	<p>Queries relating to the issue of these documents may be addressed to Ms Lucia Buda, at the email address <a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>. Bidders may only correspond via email between the periods of <b><u>02 September 2025</u></b> and <b><u>19 September 2025</u></b>. TASEZ will compile and distribute a schedule of questions and answers to all bidders. The name of the bidder who submitted the questions/s will be withheld. No new queries received after <b><u>19 September 2025</u></b> will be considered.</p>
<b>Tender Closing Date Time:</b>	<p><b><u>12H00 on 26 September 2025.</u></b></p> <p>Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.</p>
Tenders must only be submitted on the tender documentation that is issued.	
<p>The <i>Conditions of Contract for Construction for Building and Engineering Works</i> designed by the <i>Employer</i> ("Red Book") 2017 as published by the International Federation of Consulting Engineers (FIDIC) are applicable to this Contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel. 011 - 805 5947) or the South African Association of Consulting Engineers (Tel. 011 - 463 2022).</p>	

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

Yours faithfully,

**Andile Sangweni**

**Executive Manager: Infrastructure Development Division**

**TASEZ**

**SBD 1 Form – Invitation to Tender**

<b>You are Hereby Invited to Tender for Requirements of the (Name of Department/ Tenderer Entity)</b>					
<b>Tender Number:</b>	<b>RFP/002/2025</b>	<b>Closing Date:</b>	<b>26 September 2025</b>	<b>Closing Time:</b>	<b>12H00</b>
<b>Description:</b>	The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme				
<b>The Successful Tenderer will be Required to Fill in and Sign a Written Contract Form (SBD7).</b>					

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

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



## SBD 2 – Tax Compliance Requirements

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

### Tax Compliance Requirements

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

### Questionnaire to the Foreign Tenderers

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

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

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

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

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

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

## Compulsory Enterprise Questionnaire

The following particulars must be furnished.

**Section 1: Name of Enterprise:** \_\_\_\_\_

**Section 2: VAT Registration Number, if any:** \_\_\_\_\_

**Section 3: CIDB Registration Number, if any:** \_\_\_\_\_

**Section 4: Particulars of Sole Proprietors and Partners in Partnerships**

Name*	Identity number*	Personal Income Tax Number*

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

**Section 5: Particulars of Companies and Close Corporations**

Company Registration Number: \_\_\_\_\_

Close Corporation Number: \_\_\_\_\_

Tax Reference Number: \_\_\_\_\_

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

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

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

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

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

- Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Service that my / our tax matters are in order.
- Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- 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.
- Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderer or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

## SBD 4 Form

### Declaration of Interest

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

- d) national Assembly or the national Council of provinces; or  
e) Parliament.

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

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

**Yes / No**

2.8. If so, furnish the following particulars:

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

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

The position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

**Yes / No**

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

**Yes / No**

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

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

.....

.....

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

**Yes / No**

2.10.1. If so, furnish particulars:

.....

.....

.....

- 2.11. Do you, or any person connected with the tenderer, have any **Yes / No**  
Relationship any relationship (family, friend, other) with a person  
employed by the State and who may be involved with the  
evaluation and or adjudication of this tender?

2.11.1. If so, furnish particulars.

.....

.....

- 2.12. Are you, or any person connected with the tenderer, aware of any **Yes / No**  
relationship (family, friend, other) between any other tenderer and  
any person employed by the state who may be involved with the  
evaluation and or adjudication of this tender?

2.12.1. If so, furnish particulars.

.....

.....

- 2.13. Do you or any of the directors/trustees/shareholders/members **Yes / No**  
of the company have any interest in any other related companies  
whether or not they are tendering for this contract?

2.13.1. If so, furnish particulars:

.....

.....

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

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



3. Declaration

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

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

.....  
Date

.....  
Signature

.....  
Position

.....  
Name of Tenderer

## SBD 6.1 Form

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

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

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

#### 1. General Conditions

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

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

1.2. Price and Specific Goals Points

- ~~1.2.1. If the value of this bid does not exceed **R50 000 000.00** (all applicable taxes included), the **80/20** preference point system shall be applicable; or~~
- 1.2.2. If the value of this bid exceeds **R50 000 000.00** (all applicable taxes included), the **90/10** preference point system will be applicable.

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

- 1.3.1. Price; and
- 1.3.2. Specific Goals.

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

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

Description	Points
Price	90
Specific Goals	10
<b>Total Points for Price and Specific Goals</b>	<b>100</b>

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

## 2. Definitions

- 2.1. "**Tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- 2.2. "**Price**" means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- 2.3. "**Rand Value**" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.4. "**Tender for Income-Generating Contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 2.5. "**The Act**" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 2.6. "**EME**" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act.
- 2.7. "**Functionality**" means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.8. "**QSE**" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.



### 3. Points Awarded for Price

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

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

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

#### Where

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

### 4. Points Awarded for Specific Goals

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

Table 3: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
EMEs and QSEs		
Companies owned by black people <u>(50% + Black Owned).</u>	4	
Companies owned by women <u>(20% + Black Women Owned).</u>	3	
Companies owned by youth <u>(10% + Black Women Owned).</u>	3	
Companies owned by people with disabilities		
Companies owned by black people living in rural or underdeveloped areas		
Companies owned by black people living in townships		
<b>Total Points Claimed</b>	<b>10</b>	

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of Company / Firm: .....

4.4. Company Registration Number: .....

4.5. Type of Company / Firm

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

[TICK APPLICABLE BOX]

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

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

**Bidder:****Name:****Signature****Title:****Date:****Address:**

## T1.2: Tender Data

The tender conditions are the Standard Conditions of Tender as contained in the FIDIC ("Red Book") 2017 as published by the International Federation of Consulting Engineers (FIDIC).

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 above-mentioned Standard Conditions of Tender.

Clause	Tender Data
C1.1	<b>The Employer is:</b> Tshwane Automotive Special Economic Zone
C1.2	The tender documents issued by the employer comprise:  <b><u>Volume 1: The Tender</u></b> Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 Functional Scoring Criteria T1.4 Standard Conditions of the Tender  <b><u>Volume 2: The Contract</u></b> Part C3: Scope of Work Part C4: Site Information Annexures  <b><u>Volume 3: The Contract</u></b> T2.1 Returnable Documents Checklist T2.2 Returnable Schedules Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Agreement C1.3 Contract Data (Part 1: Data provided by the Employer / Client) C1.4 Contract Data (Part 2: Data provided by the Contractor) C1.5 Agreement in Terms of the Occupational Health and Safety Act (No. 85 of 1993) C1.6 Certificate of Authority for Signatory to Agreement in terms of OHS (Act 85 of 1993) C1.7 Form of Performance Security

Clause	Tender Data
	<p>C1.8 Pro-Forma: Insurance Undertaking</p> <p>Part C2: Price Data</p> <p>C2.1 Price Assumptions</p> <p>C2.2 Bills of Quantities</p> <p>The following legislation shall apply:</p> <ul style="list-style-type: none"> <li>a) The Public Finance Management Act (PFMA) shall apply.</li> <li>b) National Treasury Regulations.</li> <li>c) Preferential Procurement Policy Framework Act, 2000.</li> <li>d) Occupational Health and Safety Act and Regulations, Act (85 of 1993), including: - <ul style="list-style-type: none"> <li>1) General Machinery Regulations</li> <li>2) Electrical Installation Regulations</li> <li>3) Construction Regulations</li> </ul> </li> <li>e) Compensation for Occupational injuries and disease Act (130 of 1993).</li> <li>f) B-BBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013).</li> <li>g) The CIDB Act, Act 38 of 2000.</li> <li>h) Any other applicable legislation.</li> </ul> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour</p>
C.1.4	<p>The Employer Representative is:</p> <p>Name : Henry Fagan (Pty) Ltd</p> <p>Address : 381 Rivonia Boulevard Rivonia, Sandton, 2196</p> <p>E-mail : <a href="mailto:wernerb@henryfagan.com">wernerb@henryfagan.com</a></p>
C.2.1	<p>Failure to adhere to the conditions stated hereinunder or to provide evidence where specified will render the submission non-responsive and the submission will not be considered further.</p> <p><b>1. Mandatory Requirements</b></p> <p><b>1.1. Attendance of the Compulsory Briefing</b></p> <p>Attendance at the compulsory site briefing meeting evidenced by signature of the Attendance Register. The attendance register must be completed in the name of the entity that will be submitting the bid. In the case of a JV, one entity must appear in the attendance register. One delegate may not represent more than one prospective bidder in the briefing meeting.</p> <p><b>1.2. CIDB Requirements</b></p> <p>1.2.1. Only those bidders who are registered with the Construction Industry Development Board (CIDB). Bidders must meet the required CIDB grading of <b>8 EP or Higher</b>. Potential bidders with a <b>CIDB grading of 7 EP are not eligible to bid.</b></p>

Clause	Tender Data												
	<p>1.2.2. It is the responsibility of the bidder to ensure his or her CIDB grading is active throughout the adjudication period (from advertisement to award of contract)</p> <p><b>1.3. SBD 4 – Bidders Disclosure Form</b></p> <p>Completed and signed Bidders Disclosure Form (SBD 4). In the case of a Joint Venture/Consortium, a separate Bidders Disclosure Form (SBD 4) in respect of each party to the JV must be completed and submitted.</p> <p><b>1.4. In case of Joint Ventures</b></p> <p>1.4.1. <b>Letter of Intent to enter into a Joint Venture / Joint Venture Agreement</b></p> <p>Signed letter of intent to enter Joint Venture / Consortium or signed JV agreement.</p> <p>The letter of intent must be signed by all parties.</p> <p>1.4.2. <b>Completed and Signed Schedule 3: Authority for Signatory</b></p> <p>Schedule 3 to be signed by all partners of the Joint Venture / Consortium.</p> <p><b>1.5. A fully completed and signed Form of Offer.</b></p> <p><b>1.6. A letter of intent from an approved insurer undertaking to provide the Performance Bond (Performance Security) to the format included in <u>Section C1.7 Performance Security</u> (Pro Forma) of this document.</b></p> <p><b>2. Pre-Qualification</b></p> <p>Any bidder that fails to submit any of the registered proposed key personnel as listed below will be regarded as non-responsive and therefore, unacceptable.</p> <table><tr><th>No.</th><th>Key Personnel – The resources will be the same resources as the those in functional evaluation, bullet 3.3 and 3.4</th><th>Registration Number (Proof of Registration to be Submitted)</th></tr><tr><td>1.</td><td><b>Construction Manager</b> – Must be registered in the category Pr. CM/Pr. CPM with the South African Council for the Project and Construction Management Professions (SACPCMP).</td><td></td></tr><tr><td>2.</td><td><b>Safety Officer</b> – Must be registered in the category CHSO with the South African Council for the Project and Construction Management Professions (SACPCMP).</td><td></td></tr><tr><td>3.</td><td><b>Medium Voltage Specialist Electrician</b> – Must have the following: a) Minimum B Degree (NQF Level 7) in Electrical Engineering with 2 years or more post graduate experience. b) A Wireman's License (from the Department of Labour) as a Medium Voltage Specialist Electrician.</td><td></td></tr></table>	No.	Key Personnel – The resources will be the same resources as the those in functional evaluation, bullet 3.3 and 3.4	Registration Number (Proof of Registration to be Submitted)	1.	<b>Construction Manager</b> – Must be registered in the category Pr. CM/Pr. CPM with the South African Council for the Project and Construction Management Professions (SACPCMP).		2.	<b>Safety Officer</b> – Must be registered in the category CHSO with the South African Council for the Project and Construction Management Professions (SACPCMP).		3.	<b>Medium Voltage Specialist Electrician</b> – Must have the following: a) Minimum B Degree (NQF Level 7) in Electrical Engineering with 2 years or more post graduate experience. b) A Wireman's License (from the Department of Labour) as a Medium Voltage Specialist Electrician.	
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C.2.7	<p>A compulsory clarification meeting with representatives of the Employer will take place at <b>Silverton</b> –</p> <p><b>TASEZ Central Hub - Manitoba, The Willows 340-Jr, Pretoria, 0081</b> <b>(<a href="https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6">https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6</a>)</b> Coordinates <b>-25.721974934467674, 28.358535517271232</b></p>												

Clause	Tender Data
	<p>Date: <b><u>12 September 2025</u></b></p> <p>Time: <b><u>10h00</u></b></p> <p><b>The briefing presentation and minutes will be made available to all bidders who attended the briefing.</b></p> <p>Bidders may only correspond via email to <a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>, for any enquiries related to the bid, between the periods of <b><u>08 September 2025</u></b> and <b><u>19 September 2025</u></b>. TASEZ will compile and distribute a schedule of questions and answers to all bidders. The name of the bidder who submitted the questions/s will be withheld. No new queries received after <b><u>19 September 2025</u></b> will be considered.</p>
C2.10	<p>All Tenderers that are registered for Value Added Tax (VAT) with the South African Revenue Service (SARS) must include VAT in their tender offer.</p> <p>TASEZ will only award the tender to a bidder who is tax compliant. The tax compliance status of the bidders will be verified through the CSD and SARS website, therefore prospective bidders must ensure that they are Tax Compliant throughout the validity period of the bid under review.</p>
C2.11	<p>The tenderer shall not retype the tender document. Any tender submitted using a document that has been retyped shall be considered non-responsive and rejected.</p> <p>No alternative tender offers will be considered</p> <p>Telephonic, telegraphic, telex, tippexed, or e-mailed tender offers will not be accepted</p>
C.2.12	<p>No telephonic or any other form of communication with any other TASEZ member of staff, other than the named individual on the tender advert, relating to this request for the tender will be permitted. All enquiries regarding this tender must be in writing only and must be directed to: Lucia e-mail: <a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a></p>
C2.13	<p><b>C2.13.3:</b> Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p><b>C2.13.5:</b> One (1) Original of the completed bid document contained in a sealed envelope clearly marked: RFP/002/2025: The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme shall be placed in the tender box at the TASEZ's offices at: -</p> <p>Location of the Tender Box : Building 21 Reception</p> <p>Physical Address : <b>Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road. Brummeria; Pretoria (Gauteng), Pretoria.</b></p> <p>Identification Details : Contract No. RFP/002/2025</p> <p>Contract Description : <b>The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme</b></p>

Clause	Tender Data
	<p><b>C2.13.6</b> A two-envelope system will <u>NOT</u> be followed.</p> <p>The bidders are required to submit <b>one original completed bid document (hard copy) and a flash disk which will resemble the original document. <u>No electronic submission is permitted.</u></b></p>
C.2.15	<p>The Closing Date and Time for submission of Tender Offers is:</p> <p><b>Date: Friday, 26 September 2025</b> <b>Time: 12h00</b></p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.</p>
C.2.16	The tender validity period shall be <b><u>120 Calendar Days</u></b> , calculated from the date of bid closure.
C.2.18	The tenderer shall, when requested by the Employer/Client to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
C.2.19	Access shall be provided for the following inspections, tests, and analysis: Geotechnical Report, Topographic and Cadastral survey.
C.2.20	The tenderer is required to submit with his tender <b><u>a letter of intent from an approved insurer</u></b> undertaking to provide the <b><u>Performance Bond (Performance Security)</u></b> to the format included in Section C1.7 Performance Security (Pro Forma) of this document.
<b>C3.8</b>	<b>Test for Responsiveness</b>
C3.8.1	<p>Determine, after opening and before detailed evaluation, whether each tender offer was properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul>
C3.8.2	<p>A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>



Clause	Tender Data
<b>C3.9</b>	<b>Arithmetical errors, omissions and discrepancies</b>
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest-ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers for: <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line-item totals resulting from the product of a unit rate and a quantity in BoQs or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> </ul>
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: - <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul>
C3.10	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C3.13	The legal requirements for acceptance of the tender offer are: <ul style="list-style-type: none"> <li>a) <b>Tender Defaulters Register</b> – the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> <li>b) <b>Abuse of the SCM System</b> – the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.</li> <li>c) <b>Declaration</b> – the Tenderer has indicated and declared whether a spouse, child or parent of the Tenderer is in the service of the State.</li> <li>d) <b>Fraud and Corruption</b> – the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: having offered, promised</li> </ul>

Clause	Tender Data
	<p>or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract</p> <ul style="list-style-type: none"> <li>i) having acted in a fraudulent or corrupt manner in obtaining this Contract</li> <li>ii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour</li> <li>iii) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; or</li> <li>iv) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</li> </ul> <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the Employer/Client is 1 (one)
C3.18	On the TASEZ projects, the TASEZ will not award more than one project to one bidder. Bidders who have already been awarded one project and have reached 80% completion will be eligible to tender for a second project at the discretion of the TASEZ. Performance on the first project will be an assessment criterion in the Qualitative Stage of Evaluation, and poor performance will be a factor used to pass over a bidder.
C3.19	<ul style="list-style-type: none"> <li>a) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) and Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and all relevant and applicable legislation. Upon appointment, the successful bidder will be required to develop the Occupational Health, Safety and Environmental Management Systems to comply with the SANS Norms and Standards. The TASEZ SHEQ Unit will monitor compliance with the Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract</li> <li>b) The successful Bidder will be required to provide, upon award, a valid proof of registration of the Construction Health and Safety Officer or Construction Health and Safety Manager with SACPCMP registration. Registration in the "Candidate" category will not be accepted. The CHSO/CHSM must have a minimum of five (5) years' experience.</li> </ul>
C3.20	Bidders must complete and sign the POPI Act. In the case of a Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed <b>(Schedule 13)</b>

### T1.3 Evaluation Criteria

Clause	Tender Data																														
C3.21	<p>Only bidders who have submitted and satisfy the following eligibility criteria will be evaluated further: -</p> <p><b>1. Stage One (1) – Administrative Requirements</b></p> <p>Bidders are to submit the documents with the bid. This is the assessment of compliance with the minimum Administrative Requirements as detailed below. No points or scores will be allocated in this criterion. <b>In case of JV, all joint venture partners to submit the administrative requirements as outlined below:</b></p> <p><b><u>Non-compliance with any of these Administrative Requirements may result in disqualification.</u></b></p> <table><tr><th>Description</th><th>Compliant</th><th>Non-Compliant</th></tr><tr><td>1) CIPC Registration Documents</td><td></td><td></td></tr><tr><td>2) Valid Tax Clearance Certificate / Tax Pin</td><td></td><td></td></tr><tr><td>3) Valid CSD Report (Not older than three (3) months)</td><td></td><td></td></tr><tr><td>4) Valid Letter of Good Standing issued by the Department of Labour or RMA or FEM.</td><td></td><td></td></tr><tr><td>5) Valid UIF Compliance Certificate</td><td></td><td></td></tr><tr><td>6) Valid B-BBEE Certificate - <b>SANAS Accredited for QSE (TASEZ to verify with SANAS)</b></td><td></td><td></td></tr><tr><td>7) <b>Completed and Fully Signed SBD 1</b></td><td></td><td></td></tr><tr><td>8) <b>Completed and Fully Signed SBD 6.1</b></td><td></td><td></td></tr><tr><td>9) <del>Completed and Fully Signed SBD 6.2</del> Non submission will lead to a zero on the score for B-BBEE</td><td></td><td></td></tr></table> <p><b>2. Stage Two (2) – Mandatory Requirements</b></p> <p>The Bidder shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the responsibility of the Bidder to ensure that the information submitted is sufficient to evaluate their tender and design for the system.</p> <p><b><u>Failure to submit all mandatory requirements as per C.2.1</u></b> will result in submissions being deemed null-and-void and shall be considered "non-responsive" and therefore not considered further.</p> <p><b>3. Stage Three (3) – Functionality Criteria</b></p> <p>Only bidders who obtain the minimum qualifying score for functionality will be evaluated further for price and B-BBEE (applicable preference point system). The minimum qualifying score for functionality is <b>70 points</b>. The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated below. <b><u>Failure to meet the minimum threshold will result in the bid being disqualified and removed from any further consideration.</u></b></p>	Description	Compliant	Non-Compliant	1) CIPC Registration Documents			2) Valid Tax Clearance Certificate / Tax Pin			3) Valid CSD Report (Not older than three (3) months)			4) Valid Letter of Good Standing issued by the Department of Labour or RMA or FEM.			5) Valid UIF Compliance Certificate			6) Valid B-BBEE Certificate - <b>SANAS Accredited for QSE (TASEZ to verify with SANAS)</b>			7) <b>Completed and Fully Signed SBD 1</b>			8) <b>Completed and Fully Signed SBD 6.1</b>			9) <del>Completed and Fully Signed SBD 6.2</del> Non submission will lead to a zero on the score for B-BBEE		
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**3.1. Company Experience****3.1.1. Bulk Electrical Reticulation Project**

References Letters	No. of Letters	Points Claimable
<p>The bidder must submit <b>Three (3)</b> reference letters of completed bulk electrical reticulation project.</p> <p>These letters will be evaluated against scope, relevance, complexity, value and the time span of projects. These letters must therefore contain relevant information and should be on the referee's letterhead with contactable references (email and telephone numbers) and signed by the referee.</p> <p>The projects should have been completed within the past 10 years.</p>	3 References of a similar completed project	10
	2 References of a similar completed project	7
	1 References of a similar completed project	3
	No reference provided	0
<b>Total Points Claimable</b>		<b>10</b>
Completion Certificates of the Reference Letters submitted above.	No. of Certificates	Points Claimable
<p>The bidder must submit <b>Three (3)</b> completion certificates of the Medium Voltage Cables. The completion certificates should be for the reference letters submitted above.</p> <p>The projects should have been completed within the past 10 years.</p>	3 Completion Certificates	10
	2 Completion Certificates	7
	1 Completion Certificate	3
	No Completion Certificate	0
<b>Total Points Claimable</b>		<b>10</b>

**3.1.2. Tshwane Bulk Electrical Reticulation Project**

References Letters – Tshwane Bulk Electrical Project	No. of Letters	Points Claimable
<p>The bidder must submit <b>One (1)</b> reference letter of completed bulk electrical reticulation project.</p> <p>These letters will be evaluated against scope, relevance, complexity, value and the time</p>	1 References of a similar completed project	5

span of projects. These letters must therefore contain relevant information and should be on the referee's letterhead with contactable references (email and telephone numbers) and signed by the referee.	No Letter	0
The projects should have been completed within the past 10 years.		
<b>Total Points Claimable</b>		<b>5</b>
<b>Completion Certificates of the reference letters submitted above.</b>	<b>No. of Certificates</b>	<b>Points Claimable</b>
The bidder must submit <b>One (1)</b> completion certificate of the bulk electrical reticulation project. The completion certificates should be for the reference letter submitted above.	1 Completion Certificates	<b>5</b>
The projects should have been completed within the past 10 years.	No Completion Certificate	0
<b>Total Points Claimable</b>		<b>5</b>

### 3.2. Company Key Personnel Experience – Provide Detailed CVs of all Key Resources

The Bidder must submit proof of Key Personnel Experience in the form of CVs of the personnel. The bidders must submit information that covers the level of experience and the positions held by the key staff/personnel (specific to the Site Agent, Site Engineer, Low and Medium Voltage Specialist Electricians. Bidders must submit copies of CVs to make specific reference to the required experience, i.e. Construction of Bulk Electrical Infrastructure.

**The CV must state the position held and the year started and ended, with a short description of the nature of work done in respect of each job assignment. Failing to provide as required, no points will be allocated.**

<b>Key Resources Experience – Bidder to provide names and CVs of resources)</b>	<b>Years of Experience</b>	<b>Points Claimable</b>
Construction Manager with experience in construction management  Name: _____	10 Years & above	<b>5</b>
	5 – 9 Years	3
	0 – 4 Years	0
Site Engineer with experience in electrical reticulation <b>(CV to indicate the experience on MV/LV).</b>  Name: _____	10 Years & above	<b>5</b>
	5 – 9 Years	3
	0 – 4 Years	0
	10 Years & above	<b>5</b>

Low Voltage Installation Electrician (LVE) – Low Voltage Installation Electrician (LVE). <b>(CV to indicate the experience on LV).</b>  Name: _____	5 – 9 Years	3
	0 – 4 Years	0
Site Foreman with experience in bulk electrical installation  Name: _____	10 Years & above	<b>10</b>
	5 – 9 Years	5
	0 – 4 Years	0
<b>Total Points Claimable</b>		<b>25</b>

### 3.3. Company Key Resources Qualifications – Bidders to attach Copies of the Qualifications

These are the same resources as per the above		
Key Resource	Qualifications	Points Claimable
Construction Manager	NQF 7 – B.Eng. / B. Tech / BSc Degree in Engineering / Built Environment or Higher	<b>5</b>
	NQF 6 – Diploma in Engineering (Technicon) in Engineering / Built Environment	3
	ND in Engineering (Technicon)	1
	No submission	0
Site Engineer	NQF 7 – Higher (B.Eng. / B. Tech / BSc Degree) in Electrical Engineering + ECSA	<b>5</b>
	NQF 6 – Higher (B. Tech in Electrical Engineering Engineering) with no ECSA Registration)	3
	ND in Engineering (Technicon)	1
	No Submission	0
Low Voltage Installation Electrician (LVE)	NQF 7 (B. Eng. / B. Tech / BSc Degree) or higher	<b>5</b>
	NQF 6 (National Diploma in Electrical Engineering)	3
	NQF 5 (N6 Diploma in Electrical Engineering)	1
	NQF 4 (Grade 12 / N3 Diploma) in Electrical Engineering	0
<b>Total Points Claimable</b>		<b>15</b>

**3.4. Project Methodology**

<b>Project Implementation Methodology</b>	<b>Evaluation Indicators</b>	<b>Points Claimable</b>
<p>Tenderer to submit a project implementation methodology that is specific to this scope of works for evaluation. The methodology must address the following: -</p> <ol style="list-style-type: none"> <li>Draft Project Management Plan – The plan shall address the following as a minimum: - <ol style="list-style-type: none"> <li>Project Organogram that is specific to this project. This should be in line with the proposed key resources. IF JV, bidders to clearly indicate the role of each JV partner in the project</li> <li>Management of the engineering processes throughout the life cycle of the project.</li> <li>Management of construction work – Supervision, scope and cost management</li> <li>Sub-Contractor management processes / procedures / method statement</li> <li>Risk Register with Significant Risks associated with the project including how these will be mitigated, i.e., SMME Management, Redundancy/downtime, etc.</li> </ol> </li> <li>Draft Project schedule to at least WBS level 3 within the duration of the project.</li> <li>Health and Safety Plan in accordance with the TASEZ's Health and Safety Specifications</li> <li>Environmental Plan in accordance with the TASEZ's Environmental Specifications</li> <li>Quality Management Plan <ol style="list-style-type: none"> <li>Bidders shall submit a draft project quality plan that is specific to the scope of work as described in the tender documents.</li> <li>Bidders shall submit samples of the following for a similar or engineering construction project: - <ol style="list-style-type: none"> <li>Signed Quality Manual</li> </ol> </li> </ol> </li> </ol>	<p>Excellent understanding of what is required.</p> <p>The important issues are approached in an innovative and efficient way, indicating that the Bidder has outstanding knowledge of the approaches. The approach methodology details ways to improve the project outcomes and the quality of the outputs. The methodology incorporates detailed information.</p>	<b>30</b>
	<p>Good understanding of what is required.</p> <p>The approach is specifically tailored to the specific project objectives, scope and requirements and is sufficiently flexible to accommodate changes that may occur during execution.</p>	20
	<p>Partial understanding of what is required.</p> <p>The approach is generic and partially tailored to the specific project objectives and requirements. The approach partially deals with the critical characteristics of the project.</p>	10
	<p>Poor understanding of what is required or no submission.</p> <p>The technical approach and/or methodology is poor and does not provide project-specific objectives. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p>	5

	<div><div><div><div><div>ii) Signed Quality Policy</div><div>iii) Quality Control Plan (QCP)</div><div>iv) Inspection and Test Plans (ITP)</div><div>v) Proposed Databook Index</div></div><div>6. Plans for addressing and complying with TASEZ SMME and socio-economic issues and deliverables (with specifics on numbers to be achieved).</div></div></div><div>No Submission</div><div>0</div></div>
	<div>Total Points Claimable for Project Methodology</div> <div>30</div>

The minimum threshold points for functionality are 70 points out of 100 and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria. Any bid scoring less than the Minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.

Any bid not covering all of the above will not be evaluated. For the purpose of comparison and in order to ensure a meaningful evaluation, Service Providers are requested to furnish detailed information in substantiation of compliance with the evaluation criteria mentioned above.

4. Stage Four (4) – Price and Specific Goal

Only bidders that achieve the minimum qualifying score of **70 points** for functionality will be evaluated further in accordance with the **90 (Price) and 10 (Specific Goals)** as described in the Preferential Procurement Regulations.

Evaluation Criteria	Final Weighted Scores
Price	90
As per SBD 6.1	10
Total Score	100

5. Quantitative Assessment

6. Stage Five (5) – Post Tender Negotiations

7. Stage Six (6) – Selection of the Preferred Bidder (Objective Criteria)

8. Stage Seven (7) – Tender Award

C3.22	Amendments to the Contract Data and alternative offers will not be considered.
C3.23	Each tender offer shall be in the <b>English Language</b>
C3.24	The TASEZ Procurement Policies and Procedures shall apply.



C3.25	Bids will be opened in public as soon as after the closing time and TASEZ shall not, at the opening of bids, disclose to any bidder any confidential information pertaining to the bidder's offers/information received, i.e., pricing, delivery, etc. A submission register will be published on the TASEZ website.
C3.26	Functionality will be used as one of the evaluation criteria and the set threshold to qualify for the next stage of the evaluation process is <b>70 points</b> .
C3.27	<p><del>Local Content threshold for Textile, Clothing, Leather and Footwear (PPE), Steel products, Steel reinforcing bars, PVC O pipes and cement is 100% as per the Department of Trade, Industry &amp; Competition (DTIC) requirements. Refer to Form SBD 6.2, Local Production and Content and Annexures C, D and E.</del></p> <p><del>a) Only locally produced or locally manufactured goods, works and services with a stipulated minimum threshold for local production and content will be considered.</del></p> <p><del>b) If the raw material or input to be used for a specific item is not available locally, bidders should obtain a written exemption from the DTIC should there be a need to import such raw material or input.</del></p> <p><del>c) Evaluation of local content is on an item level and not on the overall bid.</del></p> <p><del>d) Should the bidder be exempted by DTIC to comply with local content requirements, a copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.</del></p> <p><del>e) Contractors are not allowed to sub-contract in such a manner that the local production and content of each of the said items/ products is reduced to below the stipulated minimum threshold.</del></p> <p><del>f) Bids will be disqualified if the local production and content declaration documentation are not completed and included in the bid response.</del></p> <p><del><b>NB. Tenderers who do not list the designated items in detail on the required forms will be considered to be non-responsive and will not be considered further. This is a DTIC legal requirement and if there is any doubt about what is required, bidders are advised to contact the SCM Unit through <a href="mailto:rfqs@tasez.co.za">rfqs@tasez.co.za</a>.</b></del></p>
	<p><b>Additional Information Required.</b></p> <ol style="list-style-type: none"> <li>Tenderers must complete and sign Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.</li> <li>Access/Ownership (availability) of plant and equipment. <b>In case of hiring a key plant, a letter confirming the willingness of the hirer to hire equipment to the tenderer must be attached and submitted with this bid.</b></li> <li>Bidders must provide the following functionality assessment documents. <ol style="list-style-type: none"> <li>The execution of this project in the form of confirmed credit lines with a banking institution and letters of confirmation of supplier credit. Bank letters that only provide an Alphabetical Rating will not be considered. For a Bank letter to be considered it must contain a Rand value that the Contractor is "good for".</li> <li>Proof of office establishment in the name of the Principal Entity or Lead Joint Venture Entity, where applicable as evidence to demonstrate locality in the form of a title deed in the name</li> </ol> </li> </ol>

of the bidder, municipal invoice in the name of the bidder or lease agreement in the name of the bidder.

#### **Qualitative Assessment**

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Priced Bills of Quantities will be scrutinised to check for any arithmetical errors, and if found will be communicated to the respective bidder(s) to gain acknowledgement and to confirm if the tendered price remains valid.

(b) Tender offers will also be compared against cost estimates as well as the market average to confirm if the tender offers are market-related with no risks around the pricing.

(c) The bidders will also be checked against the National Treasury Database of restricted suppliers as well as the National Treasury tender defaulters listing.

(d) Bidders may be called for a clarification meeting to discuss any risk identified, rates and the pricing methodology.

## T1.4 Standard Conditions of the Contract

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

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

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

Clause	Description
C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
<b>C.2</b>	<b>Tenderer's Obligations</b>
<b>C.2.1</b>	<b>Eligibility</b>
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
<b>C.2.2</b>	<b>Cost of Tendering</b>
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on their website so as not to incur any costs pertaining to the printing of the tender documents.
<b>C.2.3</b>	<b>Check Documents</b>
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
<b>C.2.4</b>	<b>Confidentiality and copyright of documents</b>
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

Clause	Description
<b>C.2.5</b>	<b>Reference documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
<b>C.2.6</b>	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
<b>C.2.7</b>	<b>Clarification meeting</b> Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
<b>C.2.8</b>	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
<b>C.2.9</b>	<b>Insurance</b> Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of the contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
<b>C.2.10</b>	<b>Pricing the tender offer</b>
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of the contract identified in the contract data.
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of the contract identified in the contract data may provide for part payment in other currencies.
<b>C.2.11</b>	<b>Alterations to documents</b> Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
<b>C.2.12</b>	<b>Alternative tender offers – NOT APPLICABLE</b>
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender

Clause	Description
	data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender.
<b>C.2.13</b>	<b>Submitting a tender offer</b>
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. – NOT APPLICABLE
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer unless stated otherwise in the tender data.
<b>C.2.14</b>	<b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
<b>C.2.15</b>	<b>Closing time</b>
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



Clause	Description
<b>C.2.16</b>	<b>Tender offer validity</b>
C.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluates the tender, the contractor reserves the right to review the price based on the Consumer Price Index (CPI).
C.2.16.4	Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
<b>C.2.17</b>	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p>Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</p>
<b>C.2.18</b>	<b>Provide other material</b>
C.2.18.1	<p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
<b>C.2.19</b>	<b>Inspections, tests and analysis</b>
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
<b>C.2.20</b>	<b>Submit securities, bonds and policies</b>
	If requested, submit for the employer's acceptance before the formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of the contract identified in the contract data.



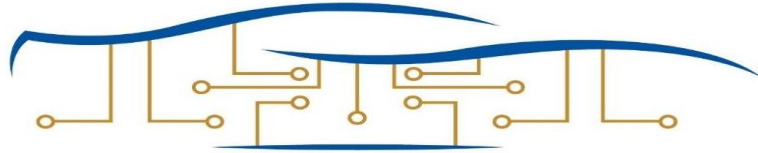
Clause	Description
<b>C.2.21</b>	<b>Check final draft</b> Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
<b>C.2.22</b>	<b>Return of other tender documents</b> If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
<b>C.2.23</b>	<b>Certificates</b> Include in the tender submission or provide the employer with any certificates as stated in the tender data.
<b>C.3</b>	<b>The Employer's undertakings</b>
<b>C.3.1</b>	<b>Respond to requests from the tenderer</b>
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: (a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; (b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms, as another joint venture; or (c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<b>C.3.2</b>	<b>Issue Addenda</b> If necessary, issue an addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
<b>C.3.3</b>	<b>Return late tender offers</b> Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
<b>C.3.4</b>	<b>Opening of tender submissions</b>
C.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened. BIDS WILL NOT BE OPENED IN PUBLIC

Clause	Description
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
<b>C.3.5</b>	<b>Two-envelope system – NOT APPLICABLE</b>
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
<b>C.3.6</b>	<b>Non-disclosure</b> Not disclose to tenderers, or any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
<b>C.3.7</b>	<b>Grounds for rejection and disqualification</b> Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>C.3.8</b>	<b>Test for responsiveness</b>
C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer was properly received: (a) complies with the requirements of these Conditions of Tender, (b) has been properly and fully completed and signed, and (c) is responsive to the other requirements of the tender documents
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

Clause	Description
	<p>(c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<b>C.3.9</b>	<b>Arithmetical errors, omissions and discrepancies</b>
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	<p>Check the highest-ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>(a) the gross misplacement of the decimal point in any unit rate;</p> <p>(b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>(c) arithmetic errors in:</p> <ol style="list-style-type: none"> <li>1. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>2. the summation of the prices.</li> </ol>
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
C.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>(a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item <u>total shall govern</u>, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the <u>line-item total as quoted shall govern</u>, and the unit rate shall be corrected.</p> <p>(b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
<b>C.3.10</b>	<b>Clarification of a tender offer</b>
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
<b>C.3.11</b>	<b>Evaluation of tender offers</b>
	<p>The Standard Conditions of Tender standardise the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project-specific through choices that are made in developing the Tender Data associated with a specific project.</p> <p>Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of</p>

Clause	Description														
	<p>a set of standard procedures.</p> <table border="1"> <tr> <th colspan="2">The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system</th></tr> <tr> <th>Requirement</th><th>Qualitative interpretation of goal</th></tr> <tr> <td>Fair</td><td>The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td></tr> <tr> <td>Equitable</td><td>Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td></tr> <tr> <td>Transparent</td><td>The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of</td></tr> <tr> <td>Competitive</td><td>The system provides for appropriate levels of competition to ensure cost-effective and best-value outcomes.</td></tr> <tr> <td>Cost-effective</td><td>The processes, procedures and methods are standardised with sufficient flexibility to attain the best value outcomes in respect of quality, timing and price, and the least resources to effectively manage and control procurement processes.</td></tr> </table> <p>The activities associated with evaluating tender offers are as follows:</p> <ul style="list-style-type: none"> <li>(a) Open and record tender offers received</li> <li>(b) Determine whether or not tender offers are complete Determine whether or not tender offers are responsive Evaluate tender offers</li> <li>(c) Determine if there are any grounds for disqualification Determine acceptability of preferred tenderer</li> <li>(d) Prepare a tender evaluation report</li> <li>(e) Confirm the recommendation contained in the tender evaluation report</li> </ul>	The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system		Requirement	Qualitative interpretation of goal	Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.	Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.	Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of	Competitive	The system provides for appropriate levels of competition to ensure cost-effective and best-value outcomes.	Cost-effective	The processes, procedures and methods are standardised with sufficient flexibility to attain the best value outcomes in respect of quality, timing and price, and the least resources to effectively manage and control procurement processes.
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<b>C.3.11.1</b>	<p><b>General</b></p> <p>The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p>														
<b>C.3.12</b>	<p><b>Insurance provided by the employer</b></p> <p><u>If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of the contract identified in the contract data, require the employer to provide.</u></p>														
<b>C.3.13</b>	<p><b>Acceptance of tender offer</b></p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> <li>(a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.</li> </ul>														

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



# **TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE**

AFRICA'S FIRST AUTOMOTIVE CITY

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## **Volume 2: The Contract**

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

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### C3.1: Description of the Works

#### C3.1.1 Employer's Objectives

The objective is to establish a reliable Bulk Electrical connection from the existing Watloo 132 kV supply substation, facilitating the development of a new 11 kV Bulk distribution substation on or near the site. This project aims to extend the MV network infrastructure to the proposed Phase 2 sites, accommodating a confirmed demand of 7.1 MVA. The Bulk connection must have sufficient capacity to service Erven 1 to 9, with the physical installation of external services focused on Erven 1 to 4.

The project will include planning, designing, and installing the necessary electrical, telecommunications, and streetlighting infrastructure, ensuring compliance with the relevant City of Tshwane's latest typical standards, details and specifications. Furthermore, coordination with various external entities for wayleave approvals, site supervision, and successful commissioning and handover of the completed works are essential components of this objective.

#### C3.1.2 Overview of the Works

The proposed TASEZ Development consists of constructing infrastructure and buildings for manufacturing and warehousing industries, however, the scope of works included in this tender consists only of Bulk External Electrical Infrastructure.

The proposed TASEZ Development consists of constructing infrastructure and buildings for manufacturing and warehousing industries, however, the scope of works included in this phase consists only of the construction of External Bulk Electrical Infrastructure to service the site.

It is expected that other services might also intersect with the excavations and that the contractor shall take care not to damage the existing services. Other services may include telecommunication cables, electrical cables, SASOL gas lines, sewer and stormwater pipes. Etc. During the implementation of this project, it is expected that there should be minimal disruption to all other services. It is expected that electricity will continuously be supplied to the communities. It is expected that the contractor will inform consumers of shutdown times and periods without electricity. All shutdowns are to be arranged with the municipality in advance and executed by or in the presence of a municipal representative.

Environmental compliance and management including rehabilitation after construction shall be part of the scope of work for this contract. The contractor must ensure that open excavations is appropriately barricaded, and it does not pose any danger to the community.

The contractor will not have exclusive access to the site. The development of the Phase 2 site will require other contractors to execute their construction activities during the same time period, which may include road construction, powerlines, platforms, stormwater, and sewer networks. Therefore, the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer, other contractors, and the public in general.

### **C3.1.3 Extent of the Works**

The scope of works will include but is not limited to the following activities:

- 1) Construction of the External Bulk Electrical Infrastructure and associated works including but not limited to:
  - a) Alterations and additions to the existing Watloo substation
  - b) Supply and Installation of a new main electrical feeder cables
  - c) Supply and installation of a SCADA system between Watloo substation and
  - d) TASEZ Phase 2 substation
  - e) Establishment of the Contractor's Camp Site,
  - f) Site clearance
  - g) Temporary work
  - h) Conduct all relevant test in accordance with specifications,
  - i) Removal of surplus material to an approved disposal site.
- 2) Appointment of SMME contractors to carry out works detailed in the Bill of Quantities
- 3) Liaison with other contractors on the industrial site for access
- 4) Finishing off the site
- 5) Compile as-built drawings

### **C3.1.4 Location of Works**

The new development is strategically positioned in the north-eastern precincts of Tshwane, nestled between Vonkprop Street to the south and Propshaft Street to the

west. Anchored by the prominent Bronkhorstspuit Road to the south, the development enjoys convenient access to and from various parts of Tshwane.

The property description according to the City of Tshwane GIS system is indicated below:

- 1) Class: Farm Portion
- 2) LIS Key: 066800000/3/R
- 3) Parcel No:
- 4) Portion No: 3/R
- 5) Legal Area: 810660
- 6) Status: Registered
- 7) Boundary Label: THE WILLOWS 340-JR
- 8) Ward: 86
- 9) Region: Region 6
- 10) Latitude -25.738531°
- 11) Longitude 28.336109°

### **C3.1.5 Temporary Works**

Temporary works expected during construction include:

- a) Site Establishment: inclusive of temporary electrical and water connections, Contractor's offices, storage sheds, latrines and barricading of Works.
- b) Contractor's yard shall be located in an approved position and subject to the approval of all authorities concerned
- c) The camp shall be adequately guarded during and outside working hours
- d) Safety and security of the Contractors' temporary works shall be at the Contractors' discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
- e) Protection/barricading of excavations such as chambers and pipe trenches
- f) Search for, expose, protect and backfill existing services
- g) Relocation of existing services
- h) Accommodation of public and construction traffic: Be such to ensure no or limited interruption to vehicular and pedestrian traffic
- i) Accommodation of other contractors and service providers
- j) Shoring and dewatering of excavations (where required): Provide temporary drainage works, temporary pumps and other equipment as may be necessary for the protection, draining and dewatering of the works

- k) Stormwater: Be such that existing storm water flow shall not be impeded during survey and construction activities.
- l) Environmental mitigation measures
- m) Provide temporary drainage works, temporary pumps and other equipment as may be necessary for the protection, draining and dewatering of the works

## C3.2: Engineering Works

### C3.2.1 Design Services and Activity Matrix

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

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

### C3.2.2 Employer's Design

The Employer procured the services of Henry Fagan (Pty) Ltd to undertake the design and documentation on their behalf. Henry Fagan will act as the Engineer for the purposes of this Contract No. RFP/002/2025. The final design and working drawings will be issued to the successful tenderer, to carry out the works in accordance with the contract document, drawings and relevant specifications.

### C3.2.3 Drawings

The drawings listed below are included in Annexures and will be provided on the websites and a USB will be made available to the bidders.

Construction drawings will, in terms of the specifications and the Conditions of Contract for Construction (FIDIC 2017), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

**Table 4: List of Tender Drawings**

DRAWING NUMBER	DESCRIPTION	REVISION	DATE	STAGE
24038-0002	Site Layout-lighting	P00	28/08/2024	For Tender
24038-1504	S1 Substation	P00	28/08/2024	For Tender
24038-E-1000	Main Distribution Substation Schematic	P00	05/11/2024	For Tender
24038-E-1001	S1 Substation Schematic	P00	05/11/2024	For Tender
A-830	Typical High Voltage Switch Chamber 1	P00	08/10/1997	For Tender
A-830	Typical High Voltage Switch Chamber 2	P00	08/10/1997	For Tender
A-1291	11kv Switchgear For Secondary Substations Ac Schematic Diagram For Radial Feeder Type F22 Panel	P00	09/04/1998	For Tender
A-1293	11kv Switchgear For Secondary Substations Ac Schematic Diagram For Radial Feeder(metering) Type F23m Panel	P00	08/04/1998	For Tender
A-1295	11kv Switchgear For Secondary Substations Ac Schematic Diagram For Radial Feeder Type F22 Panel	P00	08/04/1998	For Tender
A-1296	11kv Switchgear For Secondary Substations Ac Schematic Diagram For Main Feeder Type F23_vt (with Voltage Transformer)	P00	08/04/1998	For Tender
A-1297	11kv Switchgear For Secondary Substations Ac Schematic Diagram For F23m_f23_vt Panels	P00	17/04/1998	For Tender
A-1301	11kv Switchgear For Secondary Substations Ac Schematic Diagram For Wall Mounted Metering Panel	P00	01/05/1998	For Tender
A-1397	11kv Switchgear For Secondary Substations Transformer Feeder Panel (f11) Ac Schematic Rmu S2 Communal Sub	P00	18/11/2003	For Tender
A-1398	11kv Switchgear For Secondary Substations Consumer Feeder Panel Metering (f12m)	P00	08/04/1998	For Tender
A-1666	Typical High Voltage Switch Chamber For Outdoor Rmu 1	P00	11/01/1999	For Tender
A-1666	Typical High Voltage Switch Chamber For Outdoor Rmu 2	P00	11/01/1999	For Tender

### C3.3: Preferential Procurement Procedures

#### C3.3.1. Preferential procurement Procedures

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

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

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

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

In terms of TASEZ's commitment to SMME development, the Contractor will be required to employ SMME's to carry out certain portions of the works as indicated in the Specification for the Employment of SMME Sub-Contractors (included in Annexure 5 of this Tender Document). SMMEs employed shall be restricted to those registered with the TASEZ. TASEZ's target for SMME involvement in this project is 45 %.

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

The possible work packages are the following:

- Excavations & mass concrete
- Construction of concrete retaining wall and valve chamber
- Supply of materials
- General labour
- Security services

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

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

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

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

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

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

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

## **C3.4: Construction**

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

#### **C3.4.1.1. Applicable SANS 1200 Standardised Specifications**

The following SANS 1200 Standardised Specifications for electrical engineering construction are applicable:

- SANS 10142-1 and 2 – National Standard for the wiring of premises
- SANS 10400 – National Building Regulations
- SANS 10114 – National Lighting Standards
- SANS 62305 – Protection Against Lightning
- SANS 780 – Distribution Transformers
- SANS 97 – PILC Cables not exceeding 33kV.
- SANS 6281 and 2 – Testing Methods Cables
- SANS 10198 – Installation of Electric Power Cables not exceeding 33kV
- City of Tshwane Ring Main Unit Specification (Appendix A)
- City of Tshwane Mini Substation Specification (Appendix B)
- City of Tshwane MV Switchgear Specification (Appendix C)

#### **C3.4.1.2. Applicable National and International Standards**

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

The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the term "scope of work".

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

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

None.

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

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

control tests required to be done by the Engineer shall be paid for from the Provisional Sum allowed in the Bills of Quantities for this purpose.

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

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

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

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

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

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

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



### C3.4.3.2 Equipment Provided by the Employer

None

### C3.4.4. Existing Services

#### C3.4.4.1. Known Services

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

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

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

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

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

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

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

In the case of electric and communication cables, if these shall be exposed in the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by their respective owners. The costs of exposing these services, protecting, maintaining and repairs necessitated by damage caused by the Contractor must be included in the rates measured as specified in Sub-Clause 8.3.2(a) of SANS 1200 DB.

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

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

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

### C3.4.5. Site Establishment

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

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

The Contractor may make an application to the City of Tshwane's Water Division for a clean water supply point but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred from the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

#### C3.4.5.1.2 Source of Power Supply

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

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

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

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

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

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

#### C3.4.5.1.4 Excrement Disposal

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

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

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

#### C3.4.5.2 Facilities Provided by the Contractor

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

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

#### C3.4.5.2.1 Offices

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

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

#### C3.4.5.2.2 Carports

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

#### C3.4.5.2.3 Site Meeting Venue

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

#### C3.4.5.2.4 Telephone Facilities

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

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

#### C3.4.5.2.5 Computer Facilities

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

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

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

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

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

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

#### C3.4.5.3 Storage and Laboratory Facilities

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

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

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

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

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

None.

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

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

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

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

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

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

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

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

#### **C3.4.8 Water**

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

and other plant and equipment, as well as for all work and superintendence associated therewith.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### **C3.4.11 Drawings**

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

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Contract Works, and dimensions shall not be scaled from the Drawings unless required by the Engineer. The Engineer must be notified immediately should the Contractor notice any discrepancies in dimensions in setting out the works. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

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

No trenches may be left open during the Contractor's Holidays during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said

holiday period shall be temporarily fully backfilled and compacted to a standard which will:

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

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

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

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

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

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

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities and shall attend all meetings of the Community Liaison Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and, where possible, resolved at such meetings.

Where any resolution of the Community Liaison Committee may be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which have not been provided for in his tendered rates and prices, and/or that a delay in the progress of the Contract Works will result, he will be entitled to submit a claim in terms of Sub-Clause 11.2

of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Sub-Clause 20.1 of the Conditions of Contract shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

### **C3.5: Management**

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

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

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

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

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

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

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

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

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

- (a) Be in the form of a bar chart; and
- (b) Clearly indicate the start and end dates and duration of all construction activities and identify the critical path; and

- (c) Take full cognisance of all the Contractor's risks and obligations in terms of the Contract.

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

#### C3.5.1.2.3 Failure to Maintain Construction Programme

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

#### C3.5.1.2.4 Specific Programme Requirements

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

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

##### (a) Sequencing of work

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

##### (b) Facilities to Other Contractors

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

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

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

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

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

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

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

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

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

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

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

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

Bill of Quantities, but tests that failed to confirm compliance with the specifications will be for the account of the Contractor.

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

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

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

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

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

#### C3.5.1.3.5 Information Supplied by Employer

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

#### C3.5.1.3.6 Finishing and Tidying

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing

and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

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

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

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

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

#### C3.5.1.3.8 Quality Plans and Control

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

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end, it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.



The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

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

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

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

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

The Contractor shall pay special attention to the following:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### Extension of Time Due to Abnormal Rainfall

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

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

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

The Contractor shall make due allowance within his programme submitted in terms of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of one hundred and twenty (120) calendar days, referred to in the table below (as defined in Sub-Clause 6.5 of the Conditions of Contract), during the Contract.

#### **Average Delays Due to Inclement Weather:**

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

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

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

### C3.5.1.9 Format of Communications

The Contract shall keep a triplicate Site Instruction Book and separate Site Diary on site. Site Instructions will be issued to the Contractor by the Engineer or his designated representative. The Site Instruction Book is for the sole use of the Engineer, and the Contractor will not be permitted to communicate via this book. The Contractor will be required to complete the Site Diary for each and every day of the contract, from the commencement date through to the day that the Contractor de-establishes. The Contractor must record the following information in the Site Diary:

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

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

### C3.5.1.10 Key Personnel

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

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

### C3.5.1.11 Management Meeting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

month. If the Contractor submits a formal request, the Employer will consider processing payment certificates twice a month.

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

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

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

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

### **C3.5.1.1 Health and Safety Requirements and Procedures**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be

limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.

- (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with the Construction Regulations 2014 (Notice No 37305, dated 7th February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works.
- (vii) The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (viii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (ix) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Part C3: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety

specification (regulation 5(1) of the Construction Regulations 2014), which is attached as Annexure 4.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

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

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

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

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

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

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

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

## Part C4: Site Information



## C4.1. Site Information

### C4.1.1 Nature of Ground and Subsoil Conditions

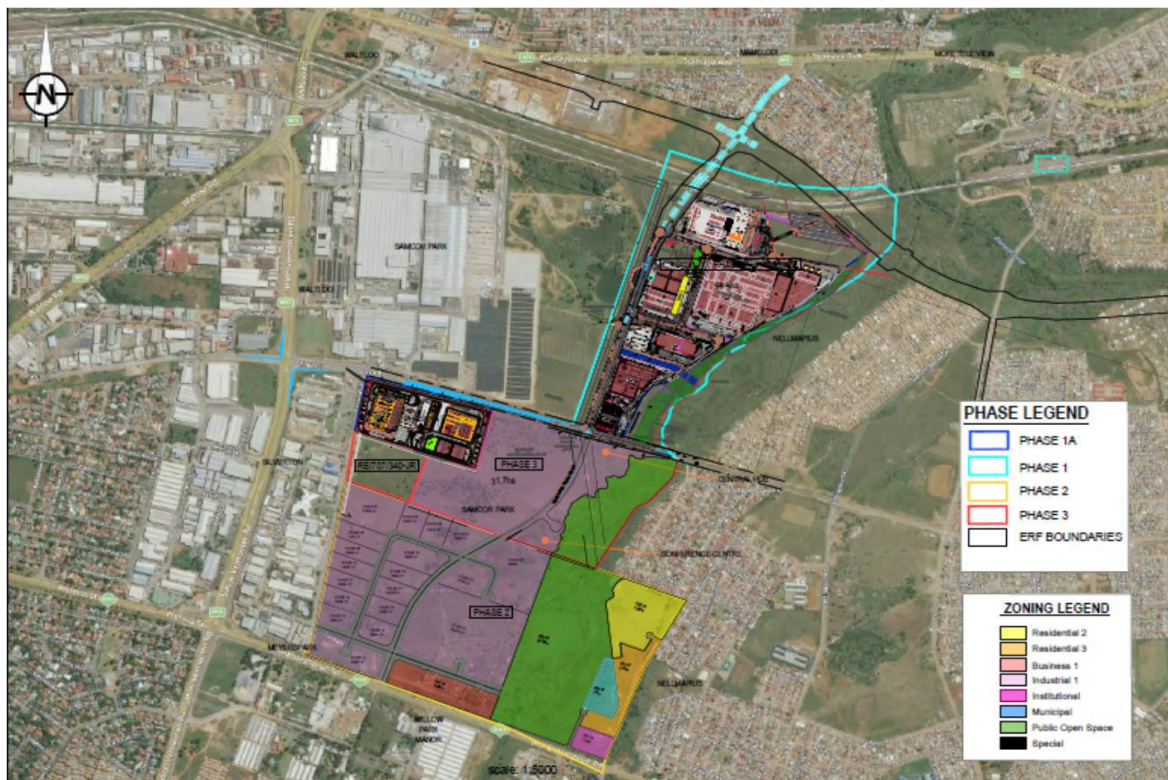
Refer to Annexures for the site-specific geotechnical report.

### C4.1.2. Spoil Sites and Borrow Pits

It remains the responsibility of the Contractor to find suitable spoil and borrow sites.

### C4.1.3. Locality Plan

A locality plan of the site is included in Annexures.



## Annexures

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Annexures will be downloaded separately in the Tender Portal

Annexure 1: Site Layout Plan

Annexure 2: List of Tender Drawings

Annexure 3: Tender Drawings

Annexure 4: Excel Bills of Quantities

Annexure 5: TASEZ SMME Specification

Annexure 6: TASEZ Occupational Health and Safety Specification

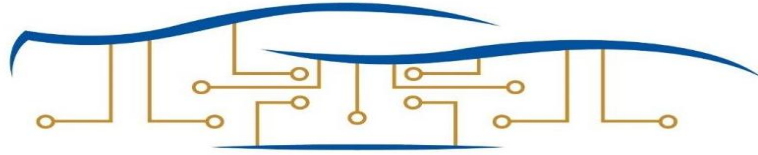
Annexure 7: TASEZ Environmental Specification

Annexure 8: TASEZ Baseline Risk Assessment

Annexure 9: TASEZ Employment Relations Policy

Annexure 10: Engineering and City of Tshwane Specifications

Annexure 11: Geotechnical Report



# TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

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## **Book 2: Tender Returnables**

## **Volume 3: Returnable Documents**

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## Volume 3: Returnable Documents

## T2.1: Returnable Documents Checklist

These schedules are required for Pre-Qualifications and Eligibility Purpose

T2.2	Returnable Schedules	Tender Assessment Schedule	Contract Schedule	Check
<b>Schedule 1</b>	Proof of Attendance of the Compulsory Tender Clarification Meeting: As per the compulsory attendance of the Clarification Meeting: <b>Eligibility Criteria Schedule</b>	Yes		<input type="checkbox"/>
<b>Schedule 2</b>	CIDB Registration: Construction Industry Development Board: <b>Eligibility Criteria Schedule</b> – Valid CIDB	Yes	Yes	<input type="checkbox"/>
<b>Schedule 3</b>	Authority for Signatory	Yes	Yes	<input type="checkbox"/>
<b>Schedule 4</b>	Schedule of Work carried out by the Tenderer	Yes		<input type="checkbox"/>
<b>Schedule 5</b>	Schedule of Current Contracts	Yes		<input type="checkbox"/>
<b>Schedule 6</b>	Proposed Key Personnel	Yes	Yes	<input type="checkbox"/>
<b>Schedule 7</b>	Manpower Histogram	Yes		<input type="checkbox"/>
<b>Schedule 8</b>	Schedule of Proposed Sub-Contractors	Yes		<input type="checkbox"/>
<b>Schedule 9</b>	Schedule of Plant and Equipment	Yes		<input type="checkbox"/>
<b>Schedule 10</b>	Proposed Work Programme and Methodology	Yes		<input type="checkbox"/>
<b>Schedule 11</b>	Financial References	Yes		<input type="checkbox"/>
<b>Schedule 12</b>	Estimated Monthly Expenditure	Yes		<input type="checkbox"/>
<b>Schedule 13</b>	Protection of Personal Information: Consent	Yes		<input type="checkbox"/>
<b>Schedule 14</b>	Form Concerning Fulfilment of Construction Regulations, 2014	Yes	Yes	<input type="checkbox"/>
<b>Schedule 15</b>	Occupational Health and Safety Act Specifications	Yes	Yes	<input type="checkbox"/>
<b>Schedule 16</b>	SMME & LEP Target Form	Yes	Yes	<input type="checkbox"/>
<b>Schedule 17</b>	Record of Addenda to Tender Documents	Yes		<input type="checkbox"/>
<b>Schedule 18</b>	Joint Venture Disclosure Form	Yes		<input type="checkbox"/>
<b>Schedule 19</b>	Original Valid SARS Tax Compliance, BBBEE Validation and COID Certificates	Yes		<input type="checkbox"/>
<b>Schedule 20</b>	B-BBEE Exempted Affidavit for Exempted Micro Enterprises	Yes		<input type="checkbox"/>
<b>Schedule 21</b>	Preliminary Programme	Yes		<input type="checkbox"/>
<b>Schedule 22</b>	Rates for Special Materials	Yes		<input type="checkbox"/>
<b>Schedule 23</b>	Records of Proposed Amendments to the Contract Documents	Yes		<input type="checkbox"/>
<b>Schedule 24</b>	Contractor's EME/QSE CPG Plan	Yes	Yes	
<b>Schedule 25</b>	Form K: Contract Participation Goal: EME / QSE Target Form	Yes	Yes	
<b>C1.1</b>	Form of Offer, Acceptance and List of Deviations	Yes	Yes	<input type="checkbox"/>
<b>C1.2</b>	Contract Agreement	Yes	Yes	<input type="checkbox"/>
<b>C1.3</b>	Contract Data (Part 1: Data provided by the employer/client)	Yes		<input type="checkbox"/>
<b>C1.4</b>	Contract Data (Part 2: Data provided by the contractor)	Yes	Yes	<input type="checkbox"/>
<b>C1.5</b>	Agreement in terms of the Occupational Health and Safety Act (No. 85 of 1993)	Yes	Yes	<input type="checkbox"/>
<b>C1.6</b>	Certificate of Authority for Signatory to Agreement in terms of OHS (Act 85 of 1993)	Yes	Yes	<input type="checkbox"/>
<b>C1.7</b>	Form of Performance Security	Yes	Yes	<input type="checkbox"/>
<b>C1.8</b>	Pro-Forma: Insurance Undertaking	Yes	Yes	<input type="checkbox"/>
<b>C2.2</b>	Bill of Quantities	Yes		<input type="checkbox"/>
	SBD 4.1 – Disclosure of Interest	Yes	Yes	<input type="checkbox"/>
	SBD 6.1 – Preference Points Claim Form	Yes	Yes	<input type="checkbox"/>



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

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

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

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

## Schedule 2: CIDB Registration

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

### Note:

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

### Schedule 3: Authority for Signatory

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

#### **A: Certificate for Company**

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

Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender for **Contract No RFP/002/2025** and any contract resulting from it on behalf of the company.

#### **As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

#### **B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this tender for **Contract No RFP/002/2025** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### **C: Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No RFP/002/2025. and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

**C. Certificate for Sole Proprietor**

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

**As witnesses:**

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

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

**D. Certificate for Close Corporation**

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

Name	Address	Signature	Date

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

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

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

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

Signature: .....

Date: .....

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

## Schedule 5: Schedule of Current Contracts

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

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

Signature: .....

Date: .....

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

## Schedule 6: Proposed Key Personnel

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

Designation	Name and Nationality of Nominee	Summary of Qualifications, Experience and Present Occupation
Site Agent		
Site Engineer		
Contract Manager		
Safety Officer		
Construction Manager		
Medium Voltage Specialist Electrical		
Low Voltage Installation Electrical		
Site Foreman		

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

Signature: .....

Date: .....

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



## CURRICULUM VITAE FORMAT OF KEY PERSONNEL

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

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

### PROPOSED POSITION OF KEY PERSON: CONSTRUCTION MANAGER

#### Certification:

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

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

**(of the person named in the schedule)**

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

### PROPOSED POSITION OF KEY PERSON: SITE ENGINEER (MVE AND LVE EXPERIENCE)

#### Certification:

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

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

**(of the person named in the schedule)**

### PROPOSED POSITION OF KEY PERSON: CONTRACT MANAGER

#### Certification:

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

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

**(Of the person named in the schedule)**

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

### PROPOSED POSITION OF KEY PERSON: SAFETY OFFICER

#### Certification:

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

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

**(Of the person named in the schedule)**

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

### PROPOSED POSITION OF KEY PERSON: LOW VOLTAGE SPECIALIST (LVE)

#### Certification:

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

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

**(of the person named in the schedule)**

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

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

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

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

**(of the person named in the schedule)**

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

**PROPOSED POSITION OF KEY PERSON: SITE FOREMAN**
**Certification:**

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

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

**(of the person named in the schedule)**

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

## Schedule 7: Manpower Histogram

The Tenderer shall indicate his proposed manpower histogram

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

**Notes:**

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

<b>Signed By:</b> _____ Contractor Representative	<b>Date:</b> _____
------------------------------------------------------	--------------------

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

[illegible]

Date: .....

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

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

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

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

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required.*

SIGNATURE: .....

DATE: .....

## Schedule 10: Proposed Work Programme and Methodology

The bidder shall affix to this page:

Their proposed programme and methodology indicating as a minimum:

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

## Schedule 11: Financial References

### Financial Statements

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

### Details of Company's Bank

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

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

Signature: .....

Date: .....

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



## Schedule 12: Estimated Monthly Expenditure

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

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

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

Signature: .....

Date: .....

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

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

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

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

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

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

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

#### **AGREEMENT**

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

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



**On behalf of the Bidder:**

.....

Signature

.....

Date

.....

Position

.....

Name of the Bidder

**On behalf of the Client:**

.....

Signature

.....

Date

.....

Position

.....

Name of Client Representative

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

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

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

Tenderers shall answer the questions below.

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

(Tick)

Yes	
No	

Signature :..... :

Name: .....

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

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



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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6 I/we have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

Yes	
No	

- 7 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

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

\_\_\_\_\_  
Witness

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

For and on behalf of Contractor

Signature of person(s) authorised to sign this Tender

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

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

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

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

## Schedule 15: Occupational Health and Safety Act Specifications

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

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

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



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

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

**Abbreviations:**

**SHE:** Safety, Health and Environment

**CR:** Construction Regulations 2014

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

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

**Acknowledgement:**

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

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

## Schedule 16: SMME & LEP Target Form

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

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

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

Contract Number	:	RFP/002/2025
Contract Description	:	The Construction of External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme
Company Director / Authorised Person	:	
Tenderer/s Name	:	

I/We tender the following targets:

Targeted SMME Participation		
Participator	% Goal Tendered	Estimated Rand Value (R)
	%	
SMME Construction Packages (As set out in the BoQ)	%	
Plant Supplier, Equipment Suppliers and Service Provider Packages (As set out in the BoQ)	%	
<b>Overall % SMME Target</b>	<b>%</b>	

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

Duly authorised to sign on behalf :  
of

\_\_\_\_\_

Name :

\_\_\_\_\_

Signature :

\_\_\_\_\_

Date :

\_\_\_\_\_

### Schedule 17: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

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

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

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

## Schedule 18: Joint Venture Disclosure Form

Employer : **TASEZ**

Contract Description : **The Construction of External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme**

Contract Number : **RFP/002/2025**

Project Ref. No. :

### **Note:**

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

### **Joint Venture Particulars**

**Name** :

**Postal Address** :

**Physical Address** :

**Telephone** :

Fax:

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

**Name :**

**Postal Address :**

**Physical Address :**

**Telephone :**

**Fax:**

**Contact Person :**

**Name :**

**Postal Address :**

**Physical Address :**

**Telephone :**

**Fax:**

**Contact Person :**

**Name :**

**Postal Address :**

**Physical Address :**

**Telephone :**

**Fax**

**:**

**Contact Person :**


		Enterprise 1	Enterprise 2	Enterprise 3	Enterprise 4
a)	Percentage Ownership in respect of	:	Enterprises	%	Enterprises
b)	Profit and Loss Sharing	:	Enterprises	%	Enterprises
c)	Initial Capital Contribution	:	Enterprises	R	Enterprises
d)	Ongoing Capital Contribution	:	Enterprises	R	Enterprises
e)	Major Plant and Equipment Contribution	:	Enterprises		Enterprises



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

### **Ventures**

1. :

2. :

3. :

4. :

5. :

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

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

(continue on next page)

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

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


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

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

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

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

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

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

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

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

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

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

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

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

The original and Valid Certificate attached

☐ Yes ☐ No

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

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

Certified Copy attached

☐ Yes ☐ No

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

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

Copy attached

☐ Yes ☐ No

.....  
Signature

.....  
Date

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

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

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and Surname	
Identity Number	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b> <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;"		
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

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

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

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

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

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

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

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

Deponent Signature:

\_\_\_\_\_

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

Commissioner of Oaths

Signature & Stamp

## Schedule 21: Preliminary Programme

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

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

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

## Schedule 22: Rates for Special Materials

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

Special Material	UNIT*	Rate / Price for the Base Month

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

### Notes to Tenderer:

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

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

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



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

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

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

*Attach additional pages if more space is required.*

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

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

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

The tenderer shall affix to this page:

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

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

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

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

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

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

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

I/We tender the following targets of:

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

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

Duly authorised to sign on behalf :

of: (name of tenderer)

---

---

Name of Person signing :

---

:

Signature

---

Date :

---

## Part C1: Agreements and Contract Data

## C1.1: Form of Offer, Acceptance and List of Deviations

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

### **RFP/002/2025: The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme**

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 authorised, signing this apart 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 Price Inclusive of Value Added Tax (VAT) Is**

The offered total of the Prices exclusive of VAT is	R _____
Value Added Tax @ 15% is	R _____
The offered total of the Prices inclusive of VAT is	R _____
(in words): _____ _____ _____ _____	

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

Signature(s)

\_\_\_\_\_

Name(s)

\_\_\_\_\_

Capacity

for the

Tenderer

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name and

signature of

witness

\_\_\_\_\_ Date \_\_\_\_\_

CIDB Registration No: \_\_\_\_\_

## Acceptance (To be Completed by the Employer)

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 (including all Annexures).

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 agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this 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)

Name(s)

Capacity

for the

Employer

(Name and address of organisation)

Name and  
signature of

witness

Date

## Schedule of Deviations – (To be completed by both Parties Together)

### Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

### Subject

Details

### Subject

Details

### Subject

Details

### Subject

Details

### Subject

Details

### 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 acceptance.

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

**For the Tenderer:**

Signature(s) .....

Names .....

Capacity .....

.....

(Name and address of organisation)

Name and  
signature of

witness .....Date.....

**For the Employer:**

Signature(s) .....

Names .....

Capacity .....

.....

(Name and address of organisation)

Name and  
signature of

witness .....Date.....

## C1.2: Contract Agreement

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

Between

**TASEZ (PTY) LTD**

(Registration No.: 2020/214518/07)

of

Building 21

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

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

and

**Name of Contractor:** \_\_\_\_\_

(Registration No. \_\_\_\_\_)

of

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

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

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

**Contract No. RFP/002/2025**

**Contract Description: The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme**

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

The Employer/Client and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - 2.1. The Acceptance of Offer
  - 2.2. The Offer
  - 2.3. The Particular Conditions of Contract
  - 2.4. The Special Conditions of Contract
  - 2.5. Conditions of Contract for EPC/TURNKEY Projects, Second Edition 2017 (Red Book) published by the International Federation of Consulting Engineers (FIDIC).
  - 2.6. The Employer/Client's Requirements and any referenced documents/annexures etc thereto (C3 SCOPE, C4 SITE INFORMATION & APPENDIX)
  - 2.7. The completed contract Tender Schedules
  - 2.8. Detailed Priced Activity Schedule (C2.3)
3. In consideration of the payments to be made by the Employer/Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer/Client to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer/Client hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and after remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

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

## SIGNED ON BEHALF OF THE PARTIES

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

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

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

In the presence of the undersigned witness.

\_\_\_\_\_  
Signature (Witness)\_\_\_\_\_  
Print Name**AUTHORISED SIGNATURE OF CONTRACTOR**

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

\_\_\_\_\_  
Signature (Contractor)\_\_\_\_\_  
Position of signatory\_\_\_\_\_  
Name of signatory  
who warrants that  
he/she is authorised  
thereto

In the presence of the undersigned witness.

\_\_\_\_\_  
Signature (Witness)\_\_\_\_\_  
Print Name

## C1.3: Contract Data

### Part 1: Contract Provided by the Employer / Client

#### C1.2.1 General Conditions of Contract

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

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

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

The General Conditions make reference to the Particular Conditions and Special Conditions (Clause 1.1.50) (contained in the Contract Data), which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The Contract Data (Particular Conditions and Special Conditions) shall have precedence in interpreting any ambiguity or inconsistency between it and the general conditions of contract.

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

## Particular Conditions of Contract Part A – Contract Data

Clause No.	Description	TASEZ Wording
<b>1.1 Definitions</b>		
1.1.27	Defects Notification Period (DNP):	365 Days calculated from the date on which the Works is completed
1.1.31	Employer's name and address:	<b>Name:</b> Tshwane Automotive Special Economic Zone <b>Address:</b> Building 21, Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria; Pretoria
1.1.30	Engineer's name	<b>The Employer's Representative is:</b> Henry Fagan (Pty) Ltd <b>The Lead Consultant is:</b> Henry Fagan (Pty) Ltd <b>The Engineer is:</b> Henry Fagan (Pty) Ltd
1.1.84	Time for Completion:	10 (ten) months after the Commencement Date including the builders shut down period
<b>1.3 Notices and Other Communications</b>		
1.3 (a)(ii)	Agreed methods of electronic transmission:	System of electronic communication accepted for communications via email only and not via SMS, MMS, WhatsApp or any other social media platform
1.3 (d)	Address of Employer for communications:	<b>Physical address:</b> Building 21, Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria; Pretoria <b>Email address:</b> <a href="mailto:andiles@tasez.co.za">andiles@tasez.co.za</a>
<b>1.4 Law and Language</b>		
1.4	The contract shall be governed by the law of:	The Republic of South Africa
1.4	Ruling language:	English
1.4	Language for communications:	English
<b>1.15 Limitation of Liability</b>		
1.15	Total liability of the Contractor to the Employer/Client under or in connection with the Contract:	150% of the Contract Price
<b>2.1 Right of Access to the Site</b>		
2.1	Right of Access to Site:	Is subject to the Contractor providing the Employer/Client with: <ul style="list-style-type: none"> <li>• H&amp;S File compliant with the Scope</li> <li>• Construction Permit as issued by Department of Employment and Labour</li> <li>• Detailed Design and Construction Programme</li> </ul>
<b>4.2 Performance Security</b>		
4.2	Performance Security:	10% of the Contract Price until the date the Taking-Over Certificate is issued in accordance with clause 10; and



Clause No.	Description	TASEZ Wording
		5% until the date the Performance Certificate is issued in accordance with clause 11.9  The period for submission of Performance Security is within 14 (fourteen) days of the Appointment Date.
4.19 Temporary Utilities		
4.19	Period of payment for Temporary Utilities:	30 Days
5.1 Subcontractors		
5.1 (a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):	60%
5.1 (b)	Part of the Works for which subcontracting is not permitted:	None
5.1.	Subcontractors for which the Contractor shall give Notice before appointment:	All Subcontractors
6.5 Working Hours		
6.5	Normal working hours on the site:	07h30 – 17h30 weekdays and Saturdays
8.3 Programme		
8.3	Programme	The programme shall be submitted in MS Project format as well as in colour PDF format.
8.8 Delay Damages		
8.8	Delay Damages:	<p>Delay Damages amount calculated in accordance with percentages (%) of the Contract Price in the proportions of the currencies in which the Contract Price is payable, detailed in the schedule below and capped at seven percent (7%) of the Contract Price at the Time for Completion Date. And will be payable in the following increments:</p> <ul style="list-style-type: none"> <li>• 0.1% per day of 70% of the total Contract Price at the Take Over Date, for the first 10 days of delay.</li> <li>• 0.2% per day of 70% of the total of the Contract Price at the Take Over Date, for the 11th to the 20th day of delay,</li> <li>• 0.4% per day of 70% of the total of the Contract Price at the Take Over Date, for the 21st to the 25th day of delay,</li> </ul>

Clause No.	Description	TASEZ Wording
		<ul style="list-style-type: none"> <li>1% per day of 70% of the total of the Contract Price at the Take Over Date, for the 26th to the 30th day of delay.</li> </ul>
14.2 Advance Payment		
14.2	Advance Payment:	Advance Payment by the Employer is not permitted for this Contract
14.3 Application for Interim Payment		
14.3 (i)	Percentage of retention:	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (ii)	Percentage of retention on SMME/Subcontractors	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount):	10% of Contract Value
14.7 Payment		
14.7 (b)(i)	Period for the Employer/Client to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]:	30 Days (However, the Employer/Client will endeavour to make payment within 15 days after the Statement and supporting information is approved and submitted).
14.7 (b)(ii)	Period for the Employer/Client to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]:	30 Days
14.7 (c)	Period for the Employer/Client to make final payment to the Contractor:	30 Days
14.7 (b)(i)	Period for the Contractor to make interim payments to the SMME/Subcontractor under Sub-Clause 14.6 [Interim Payment]: Immaterial of whether the Employer made payment to the Main Contractor or not	15 Days (Employer/Client will endeavour to make payment within 15 days after the Statement and supporting information is approved and submitted).
14.7 (b)(ii)	Period for the Main Contractor to make	30 Days

Clause No.	Description	TASEZ Wording
	interim payments to the SMME/Sub-Contractor under Sub-Clause 14.13 <i>[Final Payment]</i> : Immaterial of whether the Employer/Client made payment to the Main Contractor or not	
14.7 (c)	Period for the Main Contractor to make final payment to the SMME/Sub-Contractor: Immaterial of whether the Employer/Client made payment to the Main Contractor or not	30 Days
<b>14.8 Delayed Payment</b>		
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)):	0%
<b>14.15 Currencies of Payment</b>		
14.15	Currencies for payment of Contract Price:	The currency for all payments in terms of the Contract shall be the South African Rand (ZAR)
<b>19.1 Insurance (General Requirements)</b>		
19.1	Period for submission of insurance:	Evidence of insurance: 14 days Relevant policies: 14 days
<b>19.2 Insurance to be Provided by the Contractor</b>		
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	15 % to apply
19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works:	None

Clause No.	Description	TASEZ Wording
19.2.3(a)	Amount of insurance required for liability for breach of professional duty:	150% of the design component of the contract
19.2.3(b)	Insurance required against liability for fitness for purpose:	Yes
19.2.3	Period of insurance required for liability for breach of professional duty:	10 Years
19.2.4	Amount of insurance required for injury to persons and damage to property:	Supplementary/special insurance to be effected by: Contractor For sum of: R10million per claim and R50million in the aggregate, or such insurance provided by the Contractor in excess of the stated values
19.2.6	Other insurances required by Laws and by local practice:	SASRIA
<b>21.1 Constitution of the DAAB</b>		
21.1	Time for appointment of DAAB:	21 Days from the date of receipt of written notice by one party from the other party requiring the appointment of a DAAB
21.1	The DAAB shall comprise:	1 member
<b>21.2 Failure to Appoint DAAB Member(s)</b>		
21.2	Appointing entity (official) for DAAB member(s):	Association of Arbitrators (Southern Africa)

## Particular Conditions of Part B – Special Provisions

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

Clause No.	Description	TASEZ Wording
1.1 General Provisions		
1.1.4	Base Date:	1.1.2 is deleted and replaced by:  " <b>Base Date</b> " means the date 7 days prior to the closing date for the submission of the Tender."
1.1.7	Commencement Date:	1.1.4 is deleted and replaced by:  " <b>Commencement Date</b> " means the date the Contractor receives one fully completed original copy of the completed Form of Offer and Acceptance"
1.1.10	Contract:	1.1.7 is deleted and replaced by:  " <b>Contract</b> " means the Form of Offer and Acceptance, Contract Data, these General Conditions, the Employer's Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporated by reference."
1.1.48	Key Personnel:	1.1.42 is deleted and replaced by:  " <b>Key Personnel</b> " shall mean as a minimum all the personnel so identified under Tender Returnable Schedule 8 i.e. SCHEDULE 8: PROPOSED KEY PERSONNEL."
1.1.71	Schedules:	1.1.62 is deleted and replaced by:  " <b>Schedules</b> " means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) shall include the identified Contract Returnable Schedules and may include data, lists and schedules of rates and/or prices."
1.1.72	Schedule of Payments:	1.1.63 is deleted and replaced by:  " <b>Schedule of Payments</b> " means the document(s) entitled Priced Activity Schedule (C2.3), completed by the Contractor and submitted with his tender offer as Tender Returnable Schedule 23, as included in this Contract."
1.1.73	Section:	1.1.66 is deleted and replaced by:

Clause No.	Description	TASEZ Wording
		<i>"Section" means a part of the Works specified in the Contract Data as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer/Client (such Section may be an item of Plant)."</i>
1.1.89	Employer/Client's Requirements:	New definition:  <i>"Employer/Client's Requirements" means the document titled "Part C3: Scope", as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications."</i>
1.1.90	Returnable Schedules:	New definition:  <i>"Returnable Schedules" means the Tender Returnable Schedules contained in Part T2 in the Tender Data, Part C2 the Pricing Data, and "Schedules of Quantities" means the document entitled Priced Activity Schedule contained in Part C2.3 in the Pricing Data and any Technical Returnable Schedules in Part T2."</i>
<b>1.5 Priority of Documents</b>		
1.5	Priority of Documents:	1.1.5 is deleted and replaced by:  <i>"The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</i> a) The Letter of Acceptance b) The Letter of Tender c) The Particular Conditions of Contract d) Conditions of Contract for Construction Second Edition 2017 (Red Book) published by the International Federation of Consulting Engineers (FIDIC). e) The Employer/Client's Requirements – Scope C3, C4 and Appendix f) Priced Bill of Quantities C2.3, g) The completed contract Tender Schedules, <i>If an ambiguity or discrepancy is found in the documents, the Employer's Representative shall issue any necessary clarification or instruction."</i>
<b>1.6 Contract Agreement</b>		
1.6	Contract Agreement:	1..6 is deleted and replaced by:

Clause No.	Description	TASEZ Wording
		<i>"The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer/Client. The Agreement shall be the fully completed Form of Offer and Acceptance, including the Schedule of Deviations and the Contract Agreement Page contained in the Contract Document at Part C1.1, C1.2, C1.3 and C1.4"</i>
<b>1.12 Confidentiality</b>		
1.12	Confidentiality:	<p>Insert the following after the first paragraph:</p> <p><i>"The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party."</i></p>
<b>1.13 Compliance with Laws</b>		
1.13	Compliance with Laws:	Insert "deposits" after "taxes" in 1.13 b).
<b>1.15 Limitation of Liabilities</b>		
1.15	Limitation of Liabilities:	<p>Clause 1.14 is amended by:</p> <p>inserting the following new sub-clause under the first paragraph <i>"(h) Notwithstanding any contrary provision the Contractor shall be liable for indirect or consequential loss or damage incurred by the Employer/Client as a result of any negligent or intentional act by the Contractor (or his Subcontractors, employees or agents) during the design and/or execution of the Works"</i></p>
<b>3 The Employer's Representative</b>		
3.1	The Engineer	<p>Add the following to paragraph two (deemed full authority restrictions):</p> <p><i>"Deemed full authority of the Engineer does not apply to the restrictions outlined below. The Engineer shall obtain the specific written approval of the Employer/Client for the execution of the following functions or duties and the Contractor shall not proceed with any such additional works until the Employer/Client has duly approved and physically signed (written confirmation) a variation order and the Contractor should insist on such a signed copy of such a variation order before commencement of any additional works: -</i></p> <ul style="list-style-type: none"> <li><i>(a) The award of claims in respect of extensions of time Sub-Clause 8.5</i></li> <li><i>(b) The issuing of Variation Orders, in terms of Clause 13.</i></li> <li><i>(c) The award of claims in respect of additional costs in terms of Sub-Clause 13.6."</i></li> </ul>

Clause No.	Description	TASEZ Wording
3.3	Instructions of the Engineer	<p>Add to the following paragraph to Sub-Clause 3.3:</p> <p>"Where the Engineer issues a written instruction that determines a reasonable date for the performance of a contractual obligation in terms of the Contract, and where the Principal Contractor fails to demonstrate compliance with the instruction, the following penalties will be imposed:</p> <p>(a) If compliance is outstanding on the fifth day after the due date, an amount of R 5 000.00 is be deducted from any amounts due to the Principal Contractor at the next payment date.</p> <p>(b) If compliance remains outstanding there-after, a penalty amounts equal to double the previous amount is to be imposed for every five days that elapse.</p> <p>(c) The maximum penalty deduction for any outstanding instruction shall be R 150 000.00 and a suspension of the Works for 48 hours.</p>
3.4	Replacement of the Engineer:	In the first line of the first paragraph, replace "42" <b>with</b> "14".
<b>4 The Contractor</b>		
4.2	Performance Security:	<p>Delete the first sentence of the second paragraph and replace with:</p> <p><i>"The Contractor shall deliver the Performance Security to the Employer/Client within 14 days from the Contract Date. The Performance Security shall be issued by a Bank or Insurance Company registered or licensed to do business in the Republic of South Africa and having an Office or Banking Facility in the Republic of South Africa and shall be subject to approval by the Client and shall be in the form prescribed in the project documents or in another form approved by the Client"</i></p> <p>Add the following at the end of the second paragraph:</p> <p><i>"The form of Performance Security shall contain the precise wording of the document included in Part C1.7 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution which shall be one of the major banks in South Africa approved by the Employer/Client at the date when the guarantee is to be issued."</i></p> <p>Replace the '42 days' under Sub-Clause 4.2.2 (b) and (c) with 21 days.</p>



Clause No.	Description	TASEZ Wording
4.3	Contractor's Representative:	Delete "before the Commencement Date" in the first sentence of the third paragraph and replace it with "within 14 days from the Commencement Date".
4.8	Health and Safety Obligations:	<p>Add the following:</p> <p><i>"The Contractor's attention is also drawn to the Health and Safety Specification contained in the Employer/Client's Requirement. The Employer/Client and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</i></p> <p><i>An agreement is included in the Contract Document (Part C1 in Agreements and Contract Data) and shall be completed and submitted to the Employer/Client together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract."</i></p>
4.17	Contractor's Equipment:	<p>Add the following:</p> <p><i>"The Contractor shall provide all necessary storage facilities on Site."</i></p> <p><i>"The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor."</i></p>
4.21	Security of the Site:	<p>Add the following subparagraph:</p> <p><i>"(c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer/Client's Representative or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and the protection of life and property."</i></p>
4.22	Contractor's Operations on Site:	<p>Add the following:</p> <p><i>"The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage to new and existing plant, equipment, buildings and</i></p>

Clause No.	Description	TASEZ Wording
		<i>structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on Completion, remove all covers and shall at his cost rectify all damage to finishes to the satisfaction of the Employer's Representative."</i>
5.1	Subcontractors:	<p>Add the following clause:</p> <p><i>"c) The Contractor shall supply the Employer/Client with, but not limited to, appointment report, signed sub-contractor agreements, proof of all orders placed (POs), signed invoices and payment certificates and Proof of Payments with subcontractors upon request by the Employer's Representative. Information is to be provided on each sub-order, sufficient to identify the material or equipment to which the sub-order relates."</i></p>
5.2	Nominated Subcontractors	<p>Add the following at the end of the first paragraph:</p> <p><i>"And all Subcontractors which the Contractor shall employ to the extent specified and committed to in the tender Goal Declaration (SMME Target Form under Tender Returnable Schedule, i.e. SCHEDULE 4: FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE Target Form)"</i></p> <p>Add the following to Sub-Clause 5.2.3</p> <p><i>'All payments to the Nominated Subcontractor shall be made within 7 Days after the Main Contractor receives payment from the Client/employer.</i></p> <p>Add a new Sub-Clause 5.2.4 <u>Subcontractor Disputes</u></p> <p><i>'The Contractor shall include in all its SMME Subcontract agreements an express obligation for the Client/Employer after a notice of dispute has been issued to be the Mediator in resolving the dispute before the dispute is resolved as per the specific Terms and Conditions of the said Subcontract.</i></p>
<b>6 Staff and Labour</b>		
6.13	Contract Participation Goal: EME / QSE Obligations	<p>Add the following new Clause 6.13:</p> <p><i>"The Contractor shall comply with the undertaking at Tender Schedule 4 CONTRACT PARTICIPATION GOAL: EME / QSE Target Form K and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided"</i></p>
6.14	Local Labour Requirements	Add the following new Clause 6.14:

Clause No.	Description	TASEZ Wording
		<p>"The Contractor shall comply with the Local Labour provision to the extent of employing 70% of its Labour as defined in the Employer/Clients Requirements (EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND REQUIREMENTS FOR CONSTRUCTION OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE), and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided"</p> <p>c) The Contractor/Subcontractors shall supply to the Employer Representative with, <b>but not limited to</b>, monthly labour appointment reports, signed labour employment contracts, ID copies, and proof of address of all Labourers and any other documents required as per Chapter 9 Institutions.</p> <p>Information is to be provided on each Labourer</p>
<b>8 Commencement, Delays and Suspension</b>		
8.3	Programme:	<p>Replace "28 days" referred to in the first paragraph with "14 days":</p> <p>Add the following after the first paragraph:</p> <p>"The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions and any Programming Restrictions as instructed by the Employer/Client."</p>
8.5	Extension of Time for Completion:	<p>Add the following after par (e):</p> <p>"Regarding sub-paragraph (c), no extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then exceptionally adverse climatic conditions shall be deemed to exist, and an extension of the Time for Completion shall be granted in accordance with the provisions of this Sub-Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where adverse weather prevents or disrupts critical work.</p> <p>January: 10 days February: 8 days March: 7 days April: 5 days</p>

Clause No.	Description	TASEZ Wording
		May: 2 days June: 1 days July: 0 days August: 1 days September: 2 days October: 6 days November: 8 days December: 11 days"
8.11	Payment for Plant and Materials after Employer/Client's Suspension:	Replace subparagraph (b) with the following:  <i>"(b) the Contractor has provided an advance payment guarantee in accordance with Sub-Clause 14.2 in the Particular Conditions."</i>
<b>11 Defects after Taking Over</b>		
11.1	Completion of Outstanding Work and Remedying Defects:	Add the following before the first paragraph:  <i>"A Defects Notification Period shall commence on the date stated in the Taking-Over Certificate for the Works or a Section, or the date that taking-over is deemed to have occurred in accordance with Sub-Clause 10.1 in the Particular Conditions (as the case may be)."</i>
11.3	Extension of Defects Notification Period:	Delete the first paragraph and replace it with:  <i>"The Employer/Client shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years."</i>
<b>13 Variations and Adjustments</b>		
13.4	Provisional Sums:	Add the following to the last paragraph:  <i>"It shall also include a fully detailed tender Adjudication Report, which shall include and be based on three (3) quotations. Quotations shall include full technical descriptions as well as a breakdown of prices. "</i>
<b>14 Contract Price and Payment</b>		

Clause No.	Description	TASEZ Wording
14.7	Payment:	<p>Delete sub-paragraphs (a) to (c) and replace them with:</p> <p><i>"(a) the amount certified in each Interim Payment Certificate within 30 days after the Employer/Client receives the Statement and supporting documents; and</i></p> <p><i>(b) the amount certified in the Final Payment Certificate within 30 days after the Employer/Client receives this Payment Certificate."</i></p> <p>Add the following paragraph:</p> <p><i>"Notwithstanding the above, the Employer's Representative shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his/her obligations to submit the monthly returns in terms of Sub-Clause 6.9 and 6.10 and as described in the Employer/Client's Requirements, and any delay in respect of such withholding shall extend all periods in respect of payment thereafter</i></p>
14.10	Statement at Completion:	Delete "Within 84 days" in the first paragraph and replace it with "Within 56 days".
14.11	Final Statement:	Delete "Within 56 days" in the first paragraph and replace it with "Within 28 days".
14.16	New Sub-Clause: Tax Invoices	<p><i>"Section 20(1) of the Value Added Tax Act, 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</i></p> <p><i>The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Payment Certificate and a Final Payment Certificate delivered to the Employer/Client by the Employer's Representative in terms of Sub-Clause 14.6 [Issue of IPC], and Sub-Clause 14.13 [Issue of FPC], respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Employer's Representative and no interest shall accrue.</i></p> <p><i>Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Employer's Representative."</i></p>
<b>15 Termination by Employer/Client</b>		
15.2	Termination for Contractor's Default:	<p>Add the following to 15.2.1 (b):</p> <p><i>"which shall include the failure by the Contractor to reach Take Over by the end of the Delay Damages limitation as set out under Clause 8.7."</i></p>

Clause No.	Description	TASEZ Wording
		Delete and replace the second paragraph under Clause 15.2.2 with: <i>"However, in the case of subparagraph (b), (f), (g) or of Sub-Clause 15.2.1[Notice], the Employer/Client may by giving a notice under Sub-Clause 15.2.1 immediately terminate and call upon the Performance Security, the date of termination shall be the date the Contractor receives this Notice."</i>
<b>19 Insurance</b>		
19.1	General Requirements:	Add the following at the end of the first paragraph:  <i>"Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa."</i>
19.2	Insurance to be provided by the Contractor:	Add the following at the end of the first paragraph:  <i>"In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance."</i>  Add the following at the end of the first paragraph 19.2.5: <i>"This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993."</i>
<b>21 Disputes and Arbitration</b>		
21.5	Amicable Settlement:	Add the following after the first paragraph:  <i>"Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Contract Data. Mediation shall be conducted without legal representation with the costs being borne equally by the parties.  The mediator shall be authorised to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties."</i>

## C1.4: Contract Data

### Part 2: Contract Data Provided by the Contractor

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

## C1.5: Agreement in Terms of the Occupational Health and Safety Act (No. 85 of 1993)

THIS AGREEMENT made at ..... on this the ..... day of ..... in the year .....

between Tshwane Automotive Special Economic Zone (hereinafter called "the Client") of the one part, herein represented by

in his capacity as .....

and

(hereinafter called "the Mandatary") of the other part, herein represented by .....

in his capacity as .....

WHEREAS the Client is desirous that certain works be constructed, **The Construction of External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme** and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Client and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

Now Therefore This Agreement Witnesseth as Follows:

1. The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Client or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Performance Certificate issued in terms of Sub-Clause 11.9 of the Conditions of Contract (FIDIC 2017), as contained in Contract Data of the Contract Documents pertaining to this Contract, or
  - (b) the date of termination of the Contract in terms of Clauses 15, 16 or 17 of the Conditions of Contract (FIDIC 2017).



3. The Mandatary declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of Clients to their employees
    - (ii) Section 9 : General duties of Clients and self-employed persons to persons other than employees
    - (iii) Section 37: Acts or omissions by employees or mandataries, and
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Client as pertaining to the Mandatary and to all his subcontractors.
4. In addition to the requirements of Sub-Clause 17.1 of the Conditions of Contract (FIDIC 2017) (as amended by Particular Conditions of Contract contained in the Contract Data of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned documents, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatary is responsible for compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Client.
6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective Clients will at all times comply with the following conditions:
  - (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Client.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Client.

The Client will further be provided with copies of all written documentation relating to any incident.

- (c) The Client hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE CLIENT:

WITNESS 1 ..... 2 .....

NAME 1 ..... 2 .....  
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS 1 ..... 2 .....

NAME 1 ..... 2 .....  
(IN CAPITALS)

## C1.6: Certificate of Authority for Signatory to Agreement in terms of OHS (Act 85 of 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ..... 20.....,

Mr/Ms whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

.....  
.....

SIGNED ON BEHALF OF THE COMPANY : .....

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

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS: 1. .... 2. ....

NAME (in capitals): 1. .... 2. ....

## C1.7: Form of Performance Security

### PERFORMANCE SECURITY

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

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means Tshwane Automotive Special Economic Zone

"Contractor" means: .....

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

"Works" means Contract No. **RFP/002/2025: The Construction of the External Bulk Electrical Infrastructure for the TASEZ Phase 2 Programme**

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

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

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

Amount in words: .....

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

Amount in words: .....

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

## CONTRACT DETAILS

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

## PERFORMANCE SECURITY

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

upon receipt of a first written demand from the Employer/Client to the Guarantor at the Guarantor's physical address calling up this Performance Security, such demand stating that:

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

13. Where this Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: .....

Date: .....

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

Capacity: .....

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

Capacity: .....

Witness signatory (1): .....

Witness signatory (2): .....

## C1.8: Pro Forma: Insurance Undertaking

Logo

*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

Tshwane Automotive Special Economic Zone

Building 21, Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road;  
Brummeria; Pretoria

Dear Sir

Contract No.: **RFP/002/2025**

Contract Title: **The Construction of the External Bulk Electrical Infrastructure for the  
TASEZ Phase 2 Programme**

Name of Contractor: \_\_\_\_\_

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

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

Yours faithfully

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



# Part C2: Pricing Data

## C2.1: Pricing Instructions

### 1. General

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

### 2. Description of Items in the Schedule

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

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

### 3. Quantities Reflected in the Schedule

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

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

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

#### 4. Provisional Sums

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 13.5 of the Conditions of Contract for Construction (FIDIC 2017). The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

#### 5. Pricing of the Bill of Quantities

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

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

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

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

- (a) an alternative item or material is contemplated

- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Correction of Entries**

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

## **7. Arithmetical Errors**

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

## **8. Units of Measurement**

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

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov sum	=	Provisional sum
m	=	Metre
m <sup>2</sup>	=	Square Metre
m <sup>3</sup>	=	Cubic Metre
t	=	Ton
kg	=	Kilogram
l	=	Litre
ea	=	Each
lot	=	Lot (complete)
Month	=	Month
ML	=	Mega litre

PART 3: SCOPE OF WORKS		
ITEM		PG.
<b>C3.1</b>	<b>Description of the Works</b>	<b>C3.2</b>
<b>C3.2</b>	<b>Engineering</b>	<b>C3.4</b>
<b>C3.3</b>	<b>Procurement</b>	<b>C3.6</b>
<b>C3.4</b>	<b>Construction</b>	<b>C3.7</b>
<b>C3.5</b>	<b>Management</b>	<b>C3.13</b>
<b>C3.6</b>	<b>Specifications</b>	<b>C3.22</b>

## C2.2 Bill of Quantities

**See Attached BoQ**