



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



Request for Proposal

**APPOINTMENT OF A TURNKEY CONTRACTOR FOR
GROOTE SCHUUR ESTATE: UPGRADES OF BUILDINGS,
MECHANICAL, ELECTRICAL AND SECURITY
ENHANCEMENTS**

Contract No.

CDC/12/26

23 JANUARY 2026

Name of Bidder: _____

Tender Closing Date: 25 February 2026

Classification: Public

DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the CDC.

Project Name	: <i>Groote Schuur Estate: Upgrades of Buildings, Mechanical, Electrical and Security Enhancements</i>
Document Title	: <i>Request for Proposals for a Turnkey Contractor for Groote Schuur Estate: Upgrades of Buildings, Mechanical, Electrical and Security Enhancements</i>
Document No	: <i>CDC-NDPWI-RFP-007-25</i>

SIGNING OF THE ORGINAL DOCUMENT

We the undersigned, accept this document as a stable work product to be under formal change control as described by the Change Procedure document.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: January 2026	Name: Liwalethu Mondi Signature:	Name: Mabhel'onke Puta Signature:	Name: Tandile Ngxekana Signature:

Distribution:	Potential Bidder
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Revision 1	Prepared by	Reviewed by	Approved by
Date: 22 January 2026	Name: Liwalethu Mondi Signature:	Name: Mabhel'onke Puta Signature:	Name: Tandile Ngxekana Signature:
	<small>Digitally Signed by: Liwalethu Mondi Project Manager 72460510-66a2-4bec-814d-7ed438555c18 IP Address: 10.0.25.107 Date: 2026/01/22 2:36:41 PM</small>	<small>Digitally Signed by: Mabhel'onke Puta Project Manager 6acd4227b-ef2e-4d87-9dad-3df21f323e93 IP Address: 10.0.25.106 Date: 2026/01/22 2:46:27 PM</small>	<small>Digitally Signed by: Tandile Ngxekana Executive Manager fd38f5ed-3ec9-4149-8261-c49c69f53ccf IP Address: 10.0.36.168 Date: 2026/01/22 2:51:49 PM</small>

INVITATION TO TENDER NOTICE:
CONTRACT NO.CDC/12/26
REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TURNKEY
CONTRACTOR FOR GROOTE SCHUUR ESTATE: UPGRADES OF BUILDINGS,
MECHANICAL, ELECTRICAL AND SECURITY ENHANCEMENT

The Coega Development Corporation (CDC) is headquartered in the City of Gqeberha, Nelson Mandela Bay Municipality, South Africa, with a strategic operational footprint in South Africa and beyond the borders on the African continent. The CDC's vision is to be the leading catalyst for the championing of socio-economic development. This it seeks to achieve through the development and operation of the 9 003-hectare Coega Special Economic Zone (SEZ), a transshipment hub and a leading investment destination in Africa, providing highly skilled competence and capacity for the execution of complex infrastructure and related projects throughout South Africa and selected markets on the African continent, and advisory on the development of industrialisation and logistics zones. The CDC's advanced capabilities are successful enablers in sustainable economic zone development and management, real assets management, infrastructure planning and development, technology integration while realising related socio-economic impact areas such as skills and SMME development. The CDC's high-performance ethos is grounded in its commitment to sustainable development, the protection of its people and the planet, and the delivery of infrastructure solutions that support a just social and economic transition to a low-carbon, resource efficient, and climate resilient future. The foundational culture of the CDC's approach, backed by its core values, is innovation and continuous improvement.

The CDC has been appointed by the National Department of Public Works and Infrastructure (NDPWI) as the Implementing Agent for various projects Nationally for various departments. One of the projects which require urgent interventions is the: Groote Schuur Estate: Upgrades of Buildings, Mechanical, Electrical and Security Enhancements.

1. INVITATION AND SCOPE OF SERVICES

The Coega Development Corporation (CDC) is inviting well-experienced, capable, and competent service providers with proven experience and track-record in the Security Infrastructure inclusive of Built Environment Services to submit their Proposals for the Appointment of a Turnkey Contractor for Groote Schuur Estate Security Enhancements Project.

This is a Turnkey Contract therefore the Bidders should submit their proposals either as Joint Ventures (JVs), Consortia or as single entities if they possess all the requisite skills in-house.

The project is to be completed within 36 months including planning, concept and detailed design process, shop drawings, construction/execution, commissioning including handover, one-year full maintenance period and closeout from the Commencement Date.

2. EMPLOYER'S REQUIREMENTS

Respondents are required to have relevant experience and knowledge in executing turnkey on high end security enhancements and built infrastructure projects, which will entail planning, concept and detailed design process, construction/execution, commissioning and one year maintenance period of the facility. The CDC envisages that the elements to be upgraded would consist of but not limited to the following, as further elucidated under Annexure O – Employer's Requirements/Specification:

- a) **Appointment of a Security Infrastructure inclusive of Built Environment Services incorporating Professional Service Providers (PSPs).** The Appointed Service Provider will execute **Planning Concept, Detailed Design, Construction/Installations, Commissioning, One Year Maintenance Period and Closeout.**
- b) **Decanting Facilities** – Enabling works that will see to the removal of movable assets to safe storage facilities which will be identified by the DPWI and temporary accommodation for the SAPS members.
- c) **Access Control Systems** – Installation of biometric and multi-factor authentication systems, integration with centralized security management systems.
- d) **Surveillance & Monitoring**
 - High-definition Closed -Circuit Television (CCTV) cameras with Artificial Intelligence (AI) powered analytics (**with capability for facial recognition, night vision, motion detection, license plate recognition**).
 - Video wall installation in upgraded monitoring room for real-time situational awareness.
 - Network Video Recorders (NVR's) with extended 90 calendar days storage and redundancy.
- e) **Perimeter Security** – Perimeter Intruder Detection System, Motion Sensors, Automated Vehicle Barriers including Bollards and Seismic Detection Systems.

2.1. Monitoring Room 1

- a) **Advanced workstation for Security Operators with real-time incident tracking including** integrated alarm management systems with automated alerts.
- b) **Geographic Information System (GIS)** mapping integration for threat visualization.
- c) **Decanting & Temporary Accommodation** – Existing monitoring rooms must be decanted, and temporary monitoring rooms must be commissioned for the duration of the works.
- d) **Gas Suppression Systems** – Fire resistant and clean-agent suppression systems.
- e) **Fire Detection System** – including smoke detectors.
- f) **HVAC System** – to provide cooling for the ICT equipment.
- g) **Built Environment Services** – Provision of new space in a form of Safe room, Kitchenette and Ablution Facilities
- h) **Uninterrupted Power Supply (UPS) & Backup Power** – High-capacity UPS system to ensure 24/7 operation during power outages. Automatic failover to generator with minimum 8-hours runtime. Surge protection for all critical systems.
- i) **Redundancy & Resilience** – Dual fiber-optic network links for uninterrupted connectivity. Redundant servers with automatic failover. Climate control systems to maintain optimal operating temperature.

2.2. Monitoring Room 2

- a) **Advanced workstation for Security Operators with real-time incident tracking including** integrated alarm management systems with automated alerts.
- b) **Decanting & Temporary Accommodation** – Existing monitoring rooms must be decanted, and temporary monitoring rooms must be commissioned for the duration of the works.
- c) **Fire Detection System** – including smoke detectors.
- d) **HVAC System** – to provide cooling for the ICT equipment.
- e) **Built Environment Services** – Provision of new space in a form of Safe Room, Kitchenette, Ablution Facilities and Safety Metal Mesh in Ceilings
- f) **Uninterrupted Power Supply (UPS) & Backup Power** – High-capacity UPS system to ensure 24/7 operation during power outages. Automatic failover to generator with minimum 8-hours runtime. Surge protection for all critical systems.
- g) **Redundancy & Resilience** – Dual fiber-optic network links for uninterrupted connectivity. Redundant servers with automatic failovers. Climate control systems to maintain optimal operating temperature.

2.3. Built Environment Services Reconfiguration

- (a) **Modification of Guardhouses** – Reconfiguration of existing Guardhouses (**Hotel 1,2,5&6**) to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (b) **Heritage Compliance** – Modifications must be non-invasive and reversible where possible.
 - Secure and Approvals from Heritage Western Cape (HWC) before implementation.
 - Use materials and finishes that match the existing heritage aesthetics.
- (c) **Demolition of existing Guardhouse and Build New (Hotel 3&4)** – Demolition, removal from and proper disposal of demolished materials and build new to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (d) **Modification of Genadendal Entrance** - Reconfiguration of existing Guardhouse to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (e) **Modification of Highstead Entrance** – Reconfiguration of existing Guardhouse to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (f) **Retaining Wall (Concrete or Brick and Mortar Constructed)** - Remove unsafe wall and replace with new in compliance with SANS and Heritage Standards, including taking care of associated security fencing.

2.4. National Key Point (NKP) Compliance

- (a) Secure communication lines (encrypted radios, secure Voice Over Internet Protocol)
- (b) Vetted personnel only (all staff must undergo national security clearance).
- (c) Secure Data storage in compliance with POPIA

2.5. Additional requirements – Cyber Security Measures

- (a) Network Segmentation to prevent unauthorized access.
- (b) Regular penetration testing and vulnerability assessments.

2.6. Maintenance & Support (during one year defects liability period)

- (a) 24/7 Technical support with 1-hour response time for critical failures.
- (b) Preventative Maintenance for all security enhancements.

TENDER CONDITIONS

Failure to adhere to the conditions stated hereinunder or to provide evidence where specified, will render the submission non-responsive and the submission will be declared as null and void and will not be considered further.

- (a) Respondents must comply with the CDC's Procurement Policy & Procedures.
- (b) The following legislation shall apply:
 - (i) Public Finance Management Act (PFMA);
 - (ii) Preferential Procurement Policy Framework Act (PPPFA), 2000;
 - (iii) The Preferential Procurement Regulations 2022;
 - (iv) National Treasury Regulations.
 - (v) Critical Infrastructure Protection Act 8 of 20219 (CIP Act)
 - (vi) National Heritage Resources Act , Act (25 Of 1999)
 - (vii) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - (viii) 2014 Environmental Impact Assessment Regulations as amended;
 - (ix) National Archives of SA (Act No.43 of 1996);
 - (x) National Building Regulations and Building Standards, Act (103 of 1977);
 - (xi) National Qualifications Framework Amendment Act (12 of 2019);
 - (xii) Skill Development Act, Act (97 of 1998)
 - (xiii) The Construction Industry Board Act, (38 Of 2000);
 - (xiv) Compensation for Occupational injuries and disease Act (130 of 1993);
 - (xv) NEMA National Environmental Management Act (107 of 1998);
 - (xvi) Disaster Management Act 57 of 2002
 - (xvii) Broad Based Black Economic Empowerment Act Number 53 of 2003 (as amended by Act number 46 of 2013);
 - (xviii) Minimum Information Security Standards (MISS), Public Service Regulations, 2016 Regulation 67.
 - (xix) Protection of Personal Information Act (Act No. 4 of 2013; and
 - (xx) Any other applicable legislation.

(c) The 80/20 or 90/10 preference point system will be used where points allocation will be as follows:

• Price –	80.00 or 90.00
• Specific goal – (B-BBEE Status level of Contribution)	20.00 or 10.00

(d) Bidders will be evaluated on functionality and are expected to meet the minimum of 70 points threshold in order to be evaluated further. The evaluation criteria for assessing functionality and weight of each criterion are provided in the RFP document;

(e) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.

(f) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In case of a JV, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of their entities to confirm the type of enterprise.

(g) Failure on the part of a Bidder 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. The documentation required to claim points for Specific Goals will be a BBBEE Level of Contributor certificate issued by an accredited SANAS agency.

(h) An Entity that is part of a JV / Consortium is not permitted to form part of more than one bid submission in terms of the Competition Act 89 of 1998;

(i) Proof of registration with Treasury's Centralized Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA;

(j) CDC will only award the tender to a bidder who is tax compliant. The tax compliance status of the Bidders will be verified through CSD and SARS website. The prospective Bidders must ensure that they are Tax Compliant throughout the validity period of the bid.

(k) Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services

(SARS) as VAT vendors. The award of contract would be conditional pending the successful Bidder submitting proof of registration as a VAT vendor with SARS;

- (l) The CDC will not award more than two (2) active projects to one Bidder, unless one project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended Bidder is the only responsive service provider and has already been awarded two contracts;
- (m) The performance of the Bidders on projects they have been awarded (past and current projects) shall be reviewed and evaluated on an on-going basis by the CDC Project Manager. Poor performance on awarded projects may result in a Bidder not being awarded future projects by the CDC as per the CDC Service Provider Performance Management System (SPPMS);
- (n) Bidders must complete and sign the POPI Act consent form. In case of Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed;
- (o) Public servants are prohibited from doing any form of business with organs of the state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and Bidders will be disqualified should they be found to be in contravention with the regulations.
- (p) Bidders are required to have a design team with professionals' registered with the relevant professional bodies for the appropriate class of work.
- (q) The Bidders must nominate a person who will be their Overall Project Team Leader. The Contractor's Representative:
 - (i) In the case of the JV / Consortium, each entity that is party to the JV/Consortium must nominate a person with delegated authority who will in turn sign the on the delegated authority of the Contractors Representative on behalf of the JV/ Consortium.
 - (ii) Should have delegated authority to sign:
 - (1) The Proposal Submissions;
 - (2) All the Returnable Documents that should also be initialled and submitted as part of the Proposal;
 - (3) Any correspondence with the CDC during the bidding process;
 - (4) The Agreement to be entered into with the Successful Bidder; and
 - (5) Any correspondence during the Contract Execution Phase.
 - (iii) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the **Certificate of Authority of Signatory** that should be included in the Proposal for this RFP Process.

- (iv) Will be the sole point of contact between the CDC and the Bidder during this bidding process.
- (v) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness.
- (r) The successful Bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993), National Environmental Management Act, Act (107 of 1998) and Disaster Management Act, Act (57 of 2002) and, all relevant legislations throughout the duration of the contract. Upon appointment of the successful Bidder, will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance with the SANS Norms and Standards. CDC Sustainability Business Unit will manage and monitor compliance and implementation of Occupation Health and Safety, Environmental and Quality requirements for the duration of the contract. The Bidder shall ensure as far as is reasonably practicable, that article/substance is safe and without risk to health when properly used and that it complies with prescribed requirements. Take such steps as may be necessary to ensure that such article/substance's information is available regarding the use at work, risks to health and safety associated with and procedure to be followed is available in the case of an incident occurrence.
- (s) A successful Bidder (Contractor) will be required to provide valid proof of registration of the Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) with SACPCMP upon award during construction phase, must have necessary competencies and resources to execute his or her duties. The CHSO/M must have proven record of 5 years of experience or more. The CHSO/CHSM will take full responsibility of managing and supervising safety, health and environment throughout the construction duration. No candidate registration will be accepted.
- (t) Upon award the successful Bidder will be required to appoint **Construction Health and Safety Agent** (CHSA) actively registered with South African Council for the Project Construction Management Professions (SACPCMP) to perform safety, health and environmental professional consulting services. The CHSA will take full management and supervision of safety, health and environment during project planning, construction and closeout stages and must have a proven record of 10 years of experience or more. No candidate registration will be accepted.
- (u) Upon award the successful Bidder will be required to appoint **Architect (with Heritage experience)** and **Landscaping** Consultants actively registered with the approved statutory body or voluntary association to perform heritage and environmental professional consulting services respectively. Both Heritage and Landscaping Consultants will take full management and supervision of heritage and environment during project planning, construction and closeout stages and must have a proven record of 10 years of experience or more. No candidate registration will be accepted.

- (v) Upon award the successful Bidder will be required to appoint an **Electronics and Fire Engineering Consultants** actively registered with the approved statutory body or voluntary association to perform professional consulting services respectively. Both Electronics and Fire Engineering Consultants will take full management and supervision of their respective disciplines during project planning, construction and closeout stages and must have a proven record of 10 years of experience or more. No candidate registration will be accepted.
- (w) In case of JVs/Consortia, the Bidder must include an Intent to Enter into a JV/Consortium Agreement. The actual copy of a complete and fully signed JV/Consortium Agreement would be required from the successful Bidder upon completion of the procurement process;
- (x) In case of a JV award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licenced Insurer specified as the J/V entity for a specific duration"
- (y) Any misrepresentation of information will lead to immediate disqualification of the Bidder and its Submission will be deemed as being null and void. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this RFP and signs the submission as a correct and sound documentation that the CDC could put its reliance on.
- (z) Attendance of the Briefing Meeting by at least one member of the Company or JV/Consortium is compulsory. The attendance register will be used to confirm attendance. Submissions from Companies or JV/Consortium which did not attend the Compulsory Briefing Meeting will not be evaluated. Only one person must represent and sign at the briefing meeting and may not represent more than one entity

(aa) The bids will be evaluated as follows:

- (i) Stage 1: Timeous Submission
- (ii) Stage 2: Responsiveness Assessment,
- (iii) Stage 3: Functionality Assessment,
- (iv) Stage 4: Quantitative Assessment,
- (v) Stage 5: Qualitative Assessment and
- (vi) Stage 6: State Security Agency Clearance

(bb) The bid validity period shall be **twenty-four (24) weeks** from the tender closing date.

(cc) It is incumbent upon and the responsibility of the Bidders to submit their full and correct contact details when they download the RFP Document to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realized. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.

(dd) Bidders must be vetted by the State Security Agency (SSA) prior to consideration for appointment for the project. Any Bidder that does not get clearance from the SSA will not be eligible for appointment on this project.

(ee) Bidders must note that this bid is subject to security vetting. The top three (3) highest scoring bidders following the evaluation process will be required to undergo State Security Agency (SSA) security screening. Appointment of the successful bidder will be subject to a positive security clearance outcome. Failure to comply with the security vetting requirements may result in disqualification. Once appointed, the successful Bidder will have to ensure that all the CDC and DPWI's statutory and regulatory approvals are in place and procedures implemented, prior to any construction activities commencing. These include, but are not limited to:

- i. Safety, Health and Environmental Management Plans;
- ii. Agreed Project Execution Plan;
- iii. Human Resource Management Plan;
- iv. Third Party Approvals, such as the approvals from the:
 - Department of Public Works
 - Local Authority

(ff) Bids must only be submitted on the tender document that is issued.

(gg) Alternative bids may be submitted. An Alternative bid shall be submitted on a separate completed set of bid documents and shall be clearly marked "Alternative Bid" to distinguish it from the unqualified bid. Bid documentation shall state that the CDC will not be bound to consider alternative bids. Where the alternative bid is not accompanied by the original bid such submission will be declared non-responsive and shall not be evaluated.

(hh) The CDC reserves the right, in its sole discretion, to reject any bid where it appears to the employer that the bidder does not comply with any of the requirements set out above.

The documentation for this RFP Process can be downloaded from the CDC's website: www.coega.co.za or the National Treasury e-tender portal from **Friday, 23 January 2026 at 10h00**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

All queries relating to this TENDER may be addressed to Ms. Zine Mtanda, Unit Head: Supply Chain Management strictly via e-mail: Cpttenders@coega.co.za between the period of **23 January 2026 to 18 February 2026**. No new queries received **after 18 February 2026** will be responded to

A Compulsory Site Briefing Meeting will be held on site. Address: **CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape Town, 8000, South Africa.** on **Tuesday, 3 February 2026, at 10h00** where representatives from the Coega Development Corporation and DPWI will meet prospective Bidders. The briefing minutes will be shared with the Bidders who have attended the briefing meeting and will also be published on the CDC website.

The closing date and time for the receipt of complete bid documents is **12h00, Wednesday, 25 February 2026**. **One original completed bid document and one flash drive** (with one electronic Priced Activity Schedule (PAS) shall be placed in a sealed envelope clearly marked: "**CDC/12/26: APPOINTMENT OF**

A TURNKEY CONTRACTOR FOR GROOTE SCHUUR ESTATE REPAIRS & UPGRADES OF SECURITY INSTALLATION. Documents must be lodged in the Lodging register and deposited in the tender box at reception in the **CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape town.8000**. All prospective Bidders must bring a valid form of identification to be presented at the security desk to be allowed entry into the building.

Bids will not be opened in public, and no late submission will be considered. Failure to provide any mandatory information required in this document will result in the submissions being deemed null and void and shall be considered non-responsive.

Bidders must ensure that all bid documents are submitted in a secure, sealed, tamper-proof envelope or container. The submission must be secure against any form of tampering, alteration, removal, or insertion of documents. Any bid submission received in packaging that appears to be torn, unsealed, loose papers or otherwise compromising the integrity of the contents may be deemed non-responsive and disqualified at the discretion of the CDC.

Telegraphic, telexed, tipped, facsimiled or e-mail submissions will not be accepted.

No telephonic or any other form of communication relating to this Bid with any other CDC member of staff, CDC Agent, Client, or any other role players will be permitted. All enquiries regarding this tender must be in writing only, and must be directed to:

Ms Zine Mtanda, Unit Head: Supply Chain Management; e-mail: Cpttenders@coega.co.za

There shall be no disclosure, other than to the Client's legal and technical advisors of the tender amounts, method of work, terms, conditions, etc., to any other Bidder nor to any parties who have not submitted tender documents. The CDC reserves the right not to accept the lowest proposal in part or in whole or any proposal.

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1. LIST OF ACRONYMS AND ABBREVIATIONS

B-BBEE : Broad-based Black Economic Empowerment
BS : British Standards
CDC : Coega Development Corporation
CIPC : Companies and Intellectual Property Commission
CSD : National Treasury's Central Supplier Database
DPWI : Department of public Works and Infrastructure
DNP : Defects Notification Period
IA : Implementing Agent
PC : Performance Certificate
RFP : Request for Proposal
SANS : South African National Standards
SME : Small and Medium Enterprises
VAT : Value Added Tax

2. INTRODUCTION

The Coega Development Corporation (CDC) was mandated by the Department of Public Works & Infrastructure (DPWI) for the installation of generators or any possible back-up power supply to the official residences of the Presiding Officers and the Members of the Executive.

The recent black outs and the corona pandemic challenges and the new order of doing business through virtual and other communication platforms necessitates the CDC responds with urgency in the installation of the power back-up supply to the official residence of the Members of the Executive and Presiding Officers.

Prestige residences occupied by the Presiding Officers and the Members of the Executive are not installed with any backup power supply. This has resulted in several requests from the Members of the Executive imploring the Department of Public Works and Infrastructure to install these power back-up resources urgently to make enable the business of Government to proceed without any hindrances.

3. EMPLOYER'S REQUIREMENTS

Respondents are required to have relevant experience and knowledge in executing turnkey on high end security enhancements and built infrastructure projects, which will entail planning, concept and detailed design process, construction/execution, commissioning and one year maintenance period of the facility. The CDC envisages that the elements to be upgraded would consist of but not limited to the following, as further elucidated under Annexure O – Employer's Requirements/Specification:

- a) **Appointment of a Security Infrastructure inclusive of Built Environment Services incorporating Professional Service Providers (PSPs).** The Appointed Service Provider will execute Planning Concept, Detailed Design, Construction/Installations, Commissioning, One Year Maintenance Period and Closeout.
- b) **Decanting Facilities** – Enabling works that will see to the removal of movable assets to safe storage facilities which will be identified by the DPWI and temporary accommodation for the SAPS members.
- c) **Access Control Systems** – Installation of biometric and multi-factor authentication systems, integration with centralized security management systems.
- d) **Surveillance & Monitoring**
 - High-definition Closed -Circuit Television (CCTV) cameras with Artificial

Intelligence (AI) powered analytics (**with capability for facial recognition, night vision, motion detection, license plate recognition**).

- Video wall installation in upgraded monitoring room for real-time situational awareness.
- Network Video Recorders (NVR's) with extended 90 calendar days storage and redundancy.

e) **Perimeter Security** – Perimeter Intruder Detection System, Motion Sensors, Automated Vehicle Barriers including Bollards and Seismic Detection Systems.

3.1. Monitoring Room 1

- a) **Advanced workstation for Security Operators with real-time incident tracking including** integrated alarm management systems with automated alerts.
- b) **Geographic Information System (GIS)** mapping integration for threat visualization.
- c) **Decanting & Temporary Accommodation** – Existing monitoring rooms must be decanted, and temporary monitoring rooms must be commissioned for the duration of the works.
- d) **Gas Suppression Systems** – Fire resistant and clean-agent suppression systems.
- e) **Fire Detection System** – including smoke detectors.
- f) **HVAC System** – to provide cooling for the ICT equipment.
- g) **Built Environment Services** – Provision of new space in a form of Safe room, Kitchenette and Ablution Facilities
- h) **Uninterrupted Power Supply (UPS) & Backup Power** – High-capacity UPS system to ensure 24/7 operation during power outages. Automatic failover to generator with minimum 8- hours runtime. Surge protection for all critical systems.
- i) **Redundancy & Resilience** – Dual fiber-optic network links for uninterrupted connectivity. Redundant servers with automatic failovers. Climate control systems to maintain optimal operating temperature.

3.2. Monitoring Room 2

- a) **Advanced workstation for Security Operators with real-time incident tracking including** integrated alarm management systems with automated alerts.
- b) **Decanting & Temporary Accommodation** – Existing monitoring rooms must be decanted, and temporary monitoring rooms must be commissioned for the duration of the works.
- c) **Fire Detection System** – including smoke detectors.
- d) **HVAC System** – to provide cooling for the ICT equipment.
- e) **Built Environment Services** – Provision of new space in a form of Safe Room,

Kitchenette, Ablution Facilities and Safety Metal Mesh in Ceilings

- f) **Uninterrupted Power Supply (UPS) & Backup Power** – High-capacity UPS system to ensure 24/7 operation during power outages. Automatic failover to generator with minimum 8- hours runtime. Surge protection for all critical systems.
- g) **Redundancy & Resilience** – Dual fiber-optic network links for uninterrupted connectivity. Redundant servers with automatic failovers. Climate control systems to maintain optimal operating temperature.

3.3. Built Environment Services Reconfiguration

- (a) **Modification of Guardhouses** – Reconfiguration of existing Guardhouses (**Hotel 1,2,5&6**) to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (b) **Heritage Compliance** – Modifications must be non-invasive and reversible where possible.
 - Secure and Approvals from Heritage Western Cape (HWC) before implementation.
 - Use materials and finishes that match the existing heritage aesthetics.
- (c) **Demolition of existing Guardhouse and Build New (Hotel 3&4)** – Demolition, removal from and proper disposal of demolished materials and build new to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (d) **Modification of Genadendal Entrance** - Reconfiguration of existing Guardhouse to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (e) **Modification of Highstead Entrance** – Reconfiguration of existing Guardhouse to comply with the guardhouse design (SANS, Heritage Standards and SAPS Five Star).
- (f) **Retaining Wall (Concrete or Brick and Mortar Constructed)** - Remove unsafe wall and replace with new in compliance with SANS and Heritage Standards, including taking care of associated security fencing.

3.4. National Key Point (NKP) Compliance

- (a) Secure communication lines (encrypted radios, secure Voice Over Internet Protocol)
- (b) Vetted personnel only (all staff must undergo national security clearance).
- (c) Secure Data storage in compliance with POPIA

3.5. Additional requirements – Cyber Security Measures

- (a) Network Segmentation to prevent unauthorized access.
- (b) Regular penetration testing and vulnerability assessments.

3.6. Maintenance & Support (during one year defects liability period)

- (c) 24/7 Technical support with 1-hour response time for critical failures.
- (d) Preventative Maintenance for all security enhancements.

3.7. Bidder Obligations

The Bidder acknowledges that, prior to the submission of this tender, it has:

- a. Carefully examined and understood the Employer's Requirements, including all technical, commercial, and legal conditions.
- b. Verified the accuracy and sufficiency of the data, information, and specifications provided in the Employer's Requirements.
- c. Conducted all necessary investigations, including site conditions (where access was permitted), applicable laws, and any other constraints affecting the Works.
- d. Accepted full responsibility for the completeness and adequacy of its tender, including any design and execution risks under the EPC/Turnkey Contract.
- e. The Bidder must submit a Valid South African Identification Certified copy to the CDC three days (3) before the mandatory briefing for vetting to gain entry into the Groote Schuur Estate, a National Key Point.

4. PROJECT SITE & LOCATION

Please Refer to Annexure O: Specification for the project details:

Groote Schuur Estate, Rhodes Drive, Rondebosch, Cape Town, 7700, South Africa.

5. HEALTH AND SAFETY

The Bidder will provide Safety, Health and Environmental to the CDC for approval before commencing work on site. The Bidder shall at all times adhere to and strictly comply with all applicable health and safety legislation, regulations industry codes and CDC's Health and Safety specifications included-in.

The Bidder shall have the professional and technical expertise, the competencies and skills and the appropriate equipment, tools, resources, facilities, licenses and permits to perform its obligations in terms of the project and comply with all safety requirements and the requirements for the protection of life, health and the environment.

Equipment Products, Components and/or Accessories must conform to all applicable Product Safety Standards appropriate. The Bidder shall ensure that all his/her employees and his/her sub-Bidder's employees working on the site are trained adequately in the type of work/tasks to be performed. Appropriate and suitable risk-based personal protective equipment (PPE) shall be provided by The Bidder to all employees working onsite. The Bidder shall take steps

to eliminate or mitigate any hazard or potential hazard to the safety or health of employees before resorting to PPE.

The Bidder shall ensure materials and products used are suitable for the site and service conditions expected to be encountered. The Bidder shall not use any materials or substances that are generally known at the time of use to be deleterious, a health risk, or a fire hazard, either in use or in their manufacture. The Bidder shall note that the Facilities will be occupied and shall protect the safety of the tenant while minimizing impact to the operation of the facility.

6. CONDITIONS OF TENDER

Failure to adhere to the conditions stated under the Mandatory Requirements as listed in Table 1 of this RFP, will render the submission non-responsive and the submission will be declared as null and void and will not be considered further.

6.1 General Conditions

6.1.1 Socio-Economic Transformation

The nature of the project will not cover the Socio-economic Transformation. The project is being executed at National Key Points with strict security clearance requirements for the contracting entity and the personnel working for the entity. The project only focuses on the purchase and installation of specialized plant which is under the electrical engineering discipline. This leaves us with no work packages that could be identified for SMME participation.

6.1.2 Safety, Health, Environmental & Quality Requirements

- (a) The Bidders will be required to comply with the:
 - (i) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - (ii) Compensation for Occupational Injuries and Disease Act, Act (130 of 1993);
 - (iii) Disaster Management Act, Act (57 of 2002);
 - (iv) National Environmental Management Act, Act (107 of 1998) and Integrated
 - (v) Environmental Management Principles
 - (vi) Use License Applications and Appeals
 - (vii) National Heritage Resources Act, Act (25 of 1999) and
 - (viii) All the relevant and applicable legislation;

(b) Upon appointment of the Successful Bidder, it will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the SANS Norms and Standards.

6.1.3 Labour Issues During Construction

The Successful Bidder shall comply with the CDC Socio-Economic Specification (Construction Labour) during the construction stage.

6.2 Disqualification of Bidder

a) Prospective Bidders or successful Bidders will be disqualified immediately either:

- 1) During the bidding process;
- 2) During the bid evaluation process;
- 3) During the bid adjudication process;
- 4) After the bidding process has been concluded; or
- 5) During the execution of the contract if they are found to have conducted or committed any of the following:
 - (i) The bid is non-responsive as determined in this document under clause 10.1;
 - (ii) Not registered on the National Treasury's Central Supplier Database (CSD) at the time of concluding the procurement process, having a reasonable time to do so been afforded to the Bidder;
 - (iii) Bid/Proposal Document or any of the returnable either not signed or signed by another person other than the designated signatory, per Annexure C;
 - (iv) Bidders, Bidder's representatives, associates, or shareholders that sought to influence adjudication process of this tender, or outcomes of the adjudication process, directly or indirectly;
 - (v) Bidder that failed to follow or observe the lines of communication that are prescribed in the Advert;
 - (vi) Any Bidder or its principals or both who have engaged in corrupt and fraudulent practices, not only with the CDC but anywhere else;
 - (vii) The Bidder has misrepresented information submitted;

- (viii) Collusion among Bidders;
- (ix) The submission is late (as determined in this document);
- (x) The bid documents have been filled in pencil and/or have correction fluid markings; or not duly signed where changes are made;
- (xi) Bidders appearing on National Treasury List of Restricted Suppliers; and
- (xii) Form of offer not signed as required;
- (xiii) Bidders who have pending liquidation, in receivership, bankrupt/insolvent (actually and commercially);
- (xiv) Bidders who have poor or negative performance reports on previous projects.

b) Public servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out and Bidders will be disqualified should they be found to be in contravention with the regulations.

c) All the information as listed in Annexure E (Pricing Schedule of Rates) must:

- (i) Form part of the Bidder's Submission to this RFP;
- (ii) Be provided as required – accurate and complete;
- (iii) Not be altered using a Correcting Fluid but scratched out and initialed;
- (iv) Where altered, be initialed; and
- (v) Signed, complete by the duly authorized Bidders Representative.

d) Failure to which would lead to disqualification of the Bidder.

7. CONDITIONS OF THE CONTRACT

7.1 Conditions of Contract

The Conditions of Contract for Turnkey Projects Second Edition 2017, (***FIDIC “Silver Book***) issued by the International Federation of Consulting Engineers (FIDIC). 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).

7.2 Letter of Tender (form of offer and acceptance)

- (a) Upon completing the Contract Price Schedule, the Bidders must furnish the Letter of Tender, as the Form of Offer, for the Design, Capital Works, and Commissioning which is included as **Annexure F**.
- (b) Upon completion of the procurement process for this RFP Process, the CDC will issue a Letter of Acceptance to the successful Bidder, as a Form of Acceptance.

8. TERMS OF REFERENCE

All proposals are to be submitted in a format specified in this enquiry (if applicable). However, Bidders are welcome to submit additional / alternative proposals over and above the originally specified format. It should be noted that adjudication will be done on the originally specified format.

Successful Bidders will need to submit their proposed Implementation Programme for duration of the contract.

Note: Bidder shall price for all activities of the contract as set out in the activity schedule in the Invitation to Tender Schedule.

9. BID EVALUATION CRITERIA

The bid evaluation process will consist of the following stages:

- (a) Responsiveness Assessment
- (b) Functionality Assessment
- (c) Quantitative Assessment
- (d) Qualitative Assessment
- (e) State Security Agency Clearance

9.1 Responsiveness Assessment

The following criteria will be used in assessing the responsiveness of tenders:

Table 1: Mandatory Requirements to be submitted

NO.	DESCRIPTION
1	Completed and signed Invitation to Bid (SBD 1). In case of a Joint Venture/Consortium, each entity must provide the CSD number in the SBD1 form.
2	Completed and signed Bidders Disclosure Form (SBD 4). In case of a Joint Venture/Consortium, a separate SBD 4 Form in respect of each party to the Joint Venture must be completed and submitted.
3	Signed letter of intent to enter into JV/Consortium to be signed by all parties (Where applicable).
4	Completed and Signed Certificate of Authority of Signatory to be signed by ALL BIDDING ENTITIES and in case of a Joint Venture/Consortium the Authority of Lead Partner to sign JV/Consortium documents to be signed by all parties in the JV. Proof of authority to sign may be submitted in the form of company resolution.
5	Completed and Signed Attendance Register at the mandatory briefing meeting. The attendance register must be completed in the name of the entity that will tender. One person cannot represent more than one company. Failure to attend the Compulsory Briefing Meeting will lead to the Bidder's elimination and the

	<p>submission will not be evaluated further.</p> <p>The Bidder must submit a Valid South African Identification Certified copy to the CDC three days (3) before the mandatory briefing for vetting to enter the Groote Schuur Estate, a National Key Point.</p>
6	<p>The Personnel listed below as key personnel, whom he/she proposes to employ on the contract should his offer be accepted. Complete Annexure I:</p> <ul style="list-style-type: none">a) Electrical - Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA)b) Mechanical - Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA)c) Structural - Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA)d) Civil Engineering - Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA)e) Architectural Services – Professional Architect / Professional Senior Architectural Technologist / Professional Architectural Technologists registered with the South African Council for the Architectural Profession (SACAP)f) Building Contractor- Professional Construction Project Manager (Pr CPM) or Professional Construction Manager (Pr CM) registered with the South African Council for the Project and Construction Management Professions (SACPCMP). <p>Only active professional registration is required for the listed Disciplines, and no candidate registration will be accepted. A Nominated Professional may only be replaced with an individual of equal or higher qualifications and/or experience and only with written approval of the employer. One (1) nominated professional may not be nominated for more than one (1) bid. All bids with common nominated lead professional will be eliminated as this constitutes a conflict of interest</p>
7	Completed and signed Pricing Schedule must be submitted (ANNEXURE E) and tender amount or offered price transferred to the Form of Offer (ANNEXURE F) and written in permanent ink and duly signed by the Bidder Copies of the priced activity schedule, alternatively scanned copies of the priced activity schedules are not acceptable and may result in disqualification. Any mistakes must be neatly crossed with one line and corrected rate written above it and initialized by the Bidder. Should the Bidder fail to price any item in the Pricing Schedule, it will be deemed non- responsive.

NB: Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore not considered further.

Table 2: Additional Information Required

No	DESCRIPTION
1	As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with annual turnover of above R 3 million are required to a B-BBEE verification certificate from SANAS accredited verification agency as they have to comply with 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempted from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. Please also refer to the B-BBEE Affidavit Template.
2	Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.
3	Bidders must complete and sign the POPI Act consent form. Joint ventures/ Consortium must provide a separate form in respect of each party to the JV. Supporting documents on project imperatives: <ul style="list-style-type: none"> (i) Plans for adhering, promoting, and managing safety, health and environmental issues before, during, and post the execution of the project. (ii) Plans for monitoring and applying quality assurance principles in the execution of the project.
4	Bidders must provide a Valid Compensation Fund letter of good standing. In case of Consortium or Joint Venture, The Bidder is to provide a letter of good standing for each entity constituting the Consortium or Joint Venture.
5	All Bidders will be subjected to State Security Agency (SSA) vetting for clearance to work on the properties assigned to the Member of the Executive. The vetting will be carried on the three (3) highest scoring Bidders.

9.2 Functionality Requirements

Functionality criteria will be applied in accordance with the provisions attached to this Procurement Plan, as follows:

Table A1: Functionality Criteria Score

Table A2: Indicators for the Scoring of Functionality Criteria

Only Bidders that score a minimum of **70 points** out of a possible 100 points shall be considered further and evaluated in terms of the Price and Specific Goals.

FUNCTIONALITY SCORING CRITERIA

PART A – FUNCTIONALITY SCORING SCHEDULES

Table A1: Functionality Criteria for Contract No CDC/12/26

#	Functionality Criteria	Description	Weighting	Requirements
1	Methodology: Adequacy of proposed work plan and methodology	Methodology for executing the work, provide key risk factors to be considered/listed with methodology	12	The Bidder needs to submit a complete Technical Proposal, repairs and renovations, design principles and construction method to be adopted in implementing the Project. They should include Sections/Annexures covering Quality Management Plan, Risk Management Plan, SHE Management Plan, Labour Management, Plan, and Plan for Safety & Security Measures. The Bidders are to indicate the approach methodology detailing the execution of the project. The methodology is to refer to the Employer's Requirements and SHEQ compliance in all respects. This must also include contingency planning and management. The methodology must also outline the procedure to be followed when managing the contract.
2	Scheduling: Project Scheduling	Completeness of the Milestone Schedule	10	The Milestone Schedule is to be complete with all key deliverables, with meaningful sequencing, reflecting resource allocation, and clearly indicating the assumptions made.
3	Locally based service providers from the targeted areas	Determination of locality for prospective Bidders	8	The Bidders must submit proof of office establishment as evidence to demonstrate locality. The evidence required should be in the form of a Title Deed in the name of the Bidder, a Valid signed Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible), a

				Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing Clearance Certificate in the name of the Bidder. Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.
4	Track Record: Demonstrated experience (past performance) in comparable projects (projects executed by Bidder).	Track Record of previous projects of similar nature (Please Note: "similar" does not necessarily refer to a Turnkey Project or Turnkey form of contract, but the nature of the work of a similar magnitude and level of complexity to the one in this tender document)	10	This criteria covers the experience and knowledge that the Bidders have gained with respect to the Security Infrastructure works (design, supply, installation commissioning and maintenance of security systems) while executing past and current projects that are comparable with the defined Employer's Requirements in this tender. The organogram of the Project Team should be presented, indicating the Contractors Representative and role to be played by each Key Team Member. Bidders MUST provide a list of similar projects with a minimum of three (3) contactable client reference letters for similar projects completed in the last ten (10) years.
5	Key Personnel: Competency and experience of the key personnel who will manage the execution of the project on site.	a) Completeness, Experience and Skills Level of the Project Team	5	Bidder to submit CV's indicating each individual team members experience on similar project completed and the Contract Value for each project. Complete Annexure I The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be a Design Team led by a Registered Professional and Construction Team, where the main Successful

				<p>Bidder should be the lead partner. should be presented, indicating the Contractors Representatives. As a minimum the Technical Team should comprise:</p> <p>Electrical Engineer (Lead Consultant) Pr Eng ECSA</p>
		5		<p>Bidder to submit CV's indicating each individual team members experience on similar project completed and the Contract Value for each project</p> <p>The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be a Design Team led by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. should be presented, indicating the Contractors Representatives. As a minimum the Technical Team should comprise:</p> <ul style="list-style-type: none">• Architect Pr Arch or Senior Technologist SACAP
		5		<p>Bidder to submit CV's indicating each individual team members experience on similar project completed and the Contract Value for each project</p> <p>The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be a Design Team led by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. should be presented, indicating the Contractors Representatives. As a minimum the Technical Team should comprise:</p> <ul style="list-style-type: none">• Structural Engineer Pr Eng/Tech Eng ECSA

			5	<p>Bidder to submit CV's indicating each individual team members experience on similar project completed and the Contract Value for each project</p> <p>The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be a Design Team led by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. should be presented, indicating the Contractors Representatives. As a minimum the Technical Team should comprise:</p> <ul style="list-style-type: none">• Mechanical Engineer /(Fire Engineer) Pr Eng/Tech Eng ECSA
			5	<p>Bidder to submit CV's indicating each individual team members experience on similar project completed and the Contract Value for each project</p> <p>The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be a Design Team led by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. should be presented, indicating the Contractors Representatives. As a minimum the Technical Team should comprise:</p> <ul style="list-style-type: none">• Civil Engineer Pr Eng/Tech Eng ECSA
			5	<p>Bidder to submit CV's indicating each individual team members experience on similar project completed and the Contract Value for each project</p> <p>The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be a Design Team led by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. should be presented, indicating the Contractors Representatives. As a minimum the Technical Team should comprise:</p>

				<ul style="list-style-type: none"> • Building Contractor / Construction Project Manager Pr CPM
6 6.1	Builders Work Team: Competencies and experience of the Construction Team	Experience of construction management team	5	<p>To submit CV's indicating each individual team members experience on similar projects completed and the Contract Value for each project:</p> <ul style="list-style-type: none"> • Professional Construction Project Manager/ Professional Construction Manager
		Site Agent	5	To submit CV's indicating each individual team members experience on similar projects completed and the Contract Value for each project:
		Supervisor	5	To submit CV's indicating each individual team members experience on similar projects completed and the Contract Value for each project
7	Securities Contractor: Competencies and experience of the Securities Contractor	Experience of the Securities Contractor team	5	<p>To submit CV's indicating each individual team members experience on similar projects completed and the Contract Value for each project:</p> <p>Professional Construction Project Manager/ Professional Construction Manager</p>
		Site Agent	5	To submit CV's indicating each individual team members experience on similar projects completed and the Contract Value for each project
		Supervisor	5	To submit CV's indicating each individual team members experience on similar projects completed and the Contract Value for each project
		Total	100	

Table A2: - FUNCTIONALITY SCORING for Contract No CDC/12/26

#	Functionality Criteria	Sub Criteria	Evaluation Indicators				
			No information (0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
1	Methodology: Adequacy of proposed work plan and methodology	The Bidder needs to submit a complete Technical Proposal, repairs and renovations, design principles and construction method to be adopted in implementing the Project. They should include Sections/Annexures covering Quality Management Plan, Risk Management Plan, SHE Management Plan, Labour Management, Plan, and Plan for Safety & Security Measures. The Bidders are to indicate the approach methodology detailing the execution of the project. The methodology is to refer to the Employer's Requirements and SHEQ	No Information provided	Very scanty on the approach to be adopted in implementing the project and includes up to 2 of the 5 required Management Plans.	States the approach to be adopted in implementing the project but includes only 3 of the 5 required Management Plans.	State clearly stating the approach to be adopted in implementing the project but includes only 4 of the 5 required Management Plans.	Complete, clearly stating the technical proposal to be adopted, and includes all the 5 required Management Plans.

		must also outline the procedure to be followed when managing the contract.					
2	Scheduling: Project Scheduling	The Milestone Schedule is to be complete with all key deliverables, with meaningful sequencing, reflecting resource allocation, and clearly indicating the assumptions made.	Not provided	Includes some key deliverables, sequencing not meaningful, resource allocation and assumptions either scanty or not included	Includes all key deliverables, sequencing not meaningful, resource allocation and assumptions not included	Includes all key deliverables, sequencing meaningful, either resource allocation or assumptions not included	Complete, all key deliverables indicated, meaningful sequence, resource allocation included, and assumptions made clearly stated
3	Locality	Locally based service providers from the targeted areas	Failed to provide relevant information that meets the criteria.	The Bidder is based outside of the Western Cape Province	The Bidder is not based within the surround municipalities. Central Karoo & Garden Route	The Bidder is based within the surround municipalities, West Coast, Cape Winelands & Overberg	The Bidder is based within the City of Cape Town Municipality

4	Track Record: Demonstrated experience (past performance) in comparable projects (projects executed by Bidder).	Security Infrastructure works similar in nature (design, supply and installation of security systems) to the required scope	No information provided	One (1) reference letter provided. Project experience completed in last 10 years, valued at R 10,000 000	Two (2) reference letters provided. Project experience completed in last 10 years valued at 10 years valued at R10,000, 000	Three (3) reference letters provided. Project experience completed in last 10 years valued at 10 years valued at R10,000, 000	Four (4) reference letters provided. Project experience completed in last 10 years valued at R10,000,000
5.1	Key Personnel: Competency and experience of the key personnel who will manage the execution of the project.	Electrical Design, execution management	Key Personnel experience up to 3 years on similar project valued at less than R 10 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 10 000 000.

5.2		Architectural Designs, Execution Management	Key Personnel experience up to 3 years on similar project valued at less than R 10 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 10 000 000.
5.3		Structural Design, Execution Management	Key Personnel experience up to 3 years on similar project valued at less than R 10 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 10 000 000.
5.4		Civil Designs, Execution Management	Key Personnel experience up to 3 years on similar project valued at less than R 10 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 10 000 000.

5.5		Mechanical Designs, Execution Management	Key Personnel experience up to 3 years on similar project valued at less than R 10 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 10 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 10 000 000.
6	6.1	Builders Work Team Management Team Professional Contracts Project Manager / Professional Construction Manager	Key Personnel experience, up to 3 years on similar project valued at less than R 6 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 6 000 000.
6.2		Site Agent	Key Personnel experience, up to 3 years on similar project valued at less than R 6 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 6 000 000.

.3		Supervisor	Key Personnel experience, up to 3 years on similar project valued at less than R 6 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 6 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 6 000 000.
7	7.1	Securities Contractor Professional Contracts Project Manager / Professional Construction Manager	Key Personnel experience is more than 1 year, less than 3 years on similar project at less than R 25 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 25 000 000.
7.2		Site Agent	Key Personnel experience is more than 1 year, less than 3 years on similar project at less than R 25 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 25 000 000.

7.3		Supervisor	Key Personnel experience is more than 1 year, less than 3 years on similar project at less than R 25 000 000.	Key Personnel experience is more than 3 years, less than 5 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 5 years, less than 7 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 7 years, less than 10 years on similar project at a value more than R 25 000 000.	Key Personnel experience is more than 10 years on similar project at a value more than R 25 000 000.
				value more than R 10 000 000.	value more than R 10 000 000.	value more than R 10 000 000.	

The Functional Criteria Score allocation is fully described in Table A1 and the scoring indicators for functionality scoring are detailed in Table A2. The description of each of the functionality criteria is described in detail and comments/documentation/description on the information that is required from the Bidders is listed. Complete Annexure I

9.3 Quantitative Assessment

Bids that pass the functionality assessment stage will be further evaluated on Price and Specific Goal. Bids will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. The 80:20 Or 90:10 scoring system will be used.

Table 3: Allocation of Points

Area of Adjudication	Maximum Points
Tendered Price (S_p)	80 or 90
Specific Goals	20 or 10
Total Points (S)	100

PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ll}
 \mathbf{Ps} & \mathbf{OR} \quad \mathbf{Ps} \\
 = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right] & = 90 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]
 \end{array}$$

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

9.4 Qualitative Analysis

- Qualitative Assessment will be conducted on all the Bidders that met the Quantitative Assessment to ascertain other possible commercial risks pertaining to the Bidder's capacity, past performance and other risks.
- The performance reports of Bidders which have previous exposure with CDC will be assessed to mitigate performance risks.
- The Bidders will also be checked on National Treasury Database of Restricted Suppliers as well as National Treasury Tender Defaulters.
- The BOQ will be scrutinized to identify arithmetic errors and to compare the total tender offer with the cost estimate and the market related price.
- The Bidders will be assessed on their procurement integrity to establish whether the Bidder

or any of its directors been convicted of a corrupt or fraudulent act in competing for or executing any contract, whether the Bidder or any of its directors is currently government employees and whether there is conflict of interests and/or collusion.

(f) Bidder/s that reached this stage may be invited to a Clarification Meeting where they may be requested to demonstrate capacity and capability to execute the works with the tendered price offered and also to consider any other potential risks.

9.5 State Security Agency Clearance

- a) During the Bid Evaluation process, the committee must identify the highest scoring Bidders to be vetted by the State Security Agency to execute the project at National Key Point.
- b) The Bidders must submit the required documents directly to the **Parliament Permit office at 120 Plein Street in Parliament, Cape Town.**
- c) The highest scoring Bidder that is cleared by the State Security Agency will be eligible for appointment for the project.

10. COPYRIGHT

Copyright of this Document is vested in the CDC. It cannot be copied, in whole or in part, in any form or in any format without the prior written consent of the CDC.

11. CONFIDENTIALITY AND MEDIA PROTOCOL

Any information relating to the submissions, through the process or otherwise shall be treated in strict confidence. The CDC reserves the right to announce the names of Bidders in the media. In submitting the bid, a Bidder shall not be entitled to any information disclosed by another applicant to the CDC, which the CDC has determined to be confidential. The content and details of the evaluation of submissions will remain confidential to the CDC

ANNEXURES RETURNABLE SCHEDULES

12. ANNEXURES

- ANNEXURE A : SBD1: INVITATION TO BID
- ANNEXURE B : SBD4: BIDDER'S DISCLOSURE
- ANNEXURE C : AUTHORITY OF SIGNATORY
- ANNEXURE D : SBD 6.1: PREFERENCE POINTS CLAIM FORM
- ANNEXURE E : PRICING SCHEDULE OF RATES
- ANNEXURE F : LETTER OF TENDER (AS A FORM OF OFFER)
- ANNEXURE G : FORM K: PROTECTION OF PERSONAL INFORMATION: CONSENT
- ANNEXURE H : SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
- ANNEXURE I : PROPOSED KEY PERSONNEL
- ANNEXURE J : SCHEDULE OF WORK - CURRENT & COMPLETED CONTRACTS
- ANNEXURE K : C1.4 FORM OF PERFORMANCE SECURITY (SCHEDULE 18)
- ANNEXURE L : PERFORMANCE EVALUATION FORM
- ANNEXURE M : PARTICULAR CONDITIONS OF CONTRACT PART A
- ANNEXURE N : PARTICULAR CONDITIONS OF CONTRACT PART B
- ANNEXURE O : EMPLOYERS REQUIREMENTS / SPECIFICATION
- ANNEXURE P : HEALTH AND SAFETY SPECIFICATION
- ANNEXURE Q : CDC SHE FILE REQUIREMENTS
- ANNEXURE R : EPWP & NYS SPECIFICATION
- ANNEXURE S : STATE SECURITY AGENCY REQUIREMENTS

ANNEXURE A

SBD1: INVITATION TO BID

SBD 1

ANNEXURE A

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/12/26	CLOSING DATE:	25 February 2026	CLOSING TIME:	12H00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF TURNKEY CONTRACTOR FOR GROOTE SCHUUR ESTATE REPAIRS & UPGRADES OF SECURITY INSTALLATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape town.8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zine Mtanda		CONTACT PERSON	Zine Mtanda	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Cpttenders@coega.co.za		E-MAIL ADDRESS	Cpttenders@coega.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO 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."

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

SIGNATURE OF BIDDER:

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

DATE:

ANNEXURE B

SBD 4: BIDDER'S DISCLOSURE

SBD 4

ANNEXURE B BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

Signature

Date

Position

Name of Bidder

ANNEXURE C

AUTHORITY OF SIGNATORY

ANNEXURE C

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. CDC/12/26 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 CDC/12/26 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 Partnership as a whole.

Certificate for Joint Venture (Continue)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms , authorized signatory of the company

....., acting in the capacity of lead

partner, to sign all documents in connection with this tender for Contract No CDC/12/26 and any contract resulting from it on our behalf.

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

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

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:

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 to sign all documents in connection with this tender for Contract No CDC/12/26 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 Partnership as a whole.

ANNEXURE D

SBD 6.1 : PREFERENCE POINTS CLAIM FORM

ANNEXURE D

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 / 90
SPECIFIC GOALS	20 / 10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1 Contributor	10	20		
Level 2 Contributor	9	18		
Level 3 Contributor	6	14		
Level 4 Contributor	5	12		
Level 5 Contributor	4	8		
Level 6 Contributor	3	6		
Level 7 Contributor	2	4		
Level 8 Contributor	1	2		
Non-compliant contributor	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
 One-person business/sole proprietor

- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

ANNEXURE E

PRICING SCHEDULE OF RATES

ANNEXURE E

PRICING SCHEDULE OF RATES

Pricing Instruction:

1. Original completed Schedule of Rates and Prices filled in clear legible with permanent ink and duly signed.
2. The Total Tender Amount (Incl. VAT) is to be carried to the Letter of Tender (Form of Offer).
3. The Employer shall not be responsible for any error inaccuracy or omission of any kind in the Employer's requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy of completeness of any data or information. The Employer shall not relieve the contractor from the contractor's responsibility of executing execution of the works.
4. Bidder to include the Provisional Sum stated by the Employer in its financial proposal
5. Bidder is to account for all risk due to unforeseen costs in their financial proposal that may not have been considered by the Employer.
6. Bidder must account for escalation in their financial offering and are to form part of the rates.
7. Bidders price offer will be all inclusive of sundries, rates, taxes, and levies for the planning and execution of the works.
8. Bidder must price the Expanded Public Works Programme (EPWP) & National Youth Services (NYS) and Safety Health Environmental Quality (SHEQ) sections and include the sub-totals in the pricing schedule which is the all-inclusive schedule.

Pricing Schedule: EPWP & NYS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
200	<p>SECTION NO</p> <p>BILL BO</p> <p>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS</p> <p>PREAMBLES</p> <p>Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure</p> <p>Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly (SL 06.01)</p>				
200,01	<p>TRAINING OF YOUTH WORKERS</p> <p>(TARGET: 8 YOUTH WORKERS)</p> <p>Orientation, Life skills development and technical training:</p> <p>Orientation and Life skills development training for an average of 10 days and a Technical Training skills for an average of 65 days per youth worker (ref. SL 09.01.01 and ref. SL 09.01.02).</p> <p>Provide Medical Surveillance</p> <p>Payment Reduction due to not meeting the training target (ref. SL 010)</p> <p>Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above) (ref. SL 011)</p> <p>EMPLOYMENT OF YOUTH WORKERS AND TRAVELING DURING ON-SITE</p> <p>Employment of youth workers (ref. SL 012 and ref. SL 013)</p> <p>The unit of measurement shall be the number of youth workers at the labour rate of R126.64 per day on Training as per EPWP Ministerial Determination multiplied by the</p>	<p>PC Sum</p> <p>PC Sum</p> <p>PC Sum</p> <p>Youth-worker</p> <p>Percentage</p> <p>PC Sum</p>	<p>PC Sum</p> <p>183 060,85</p> <p>3 961,37</p> <p>2 500,00</p> <p>187 022,22</p> <p>%</p>		
200.01.01					
200.01.02					
200.01.03					
200.01.04					
200,02					
200.02.01					

	period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months appointment for youth workers. The traveling is based on R63 per day return trip/youth worker.				
200.02.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	330 542,78	%	
200,03	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS, AND PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u>				
200.03.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers. Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 014 and ref. SL 015)	PC Sum		PC Sum	25 352,75
200.03.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	25 352,75	%	
200,04	<u>APPOINTMENT OF YOUTH TRAINING COORDINATOR AND / YOUNG PROFESSIONALS</u>				
200.04.01	Appointment of Youth Training Coordinator/s for the duration of the contract (ref. SL 016)	PC Sum		PC Sum	N/A
200.04.02	Appointment of Young Professional/s within the contract	PC Sum		PC Sum	N/A
200.04.03	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	N/A	%	N/A
200,05	LOGISTICS FOR EXIT WORKSHOPS (ref. SL 17)				
200.05.01	Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System).	PC Sum	1,00	19 806,83	19 806,83

		Percentage		
200.05.0 2	<p>Profit and attendance on condition that services and cost has been incurred (ref. SL 011)</p> <p>Total offer must be carried over to Summary Page - FAILURE TO TRANSFER TOTAL OFFER ON FINAL SUMMARY PAGE WILL RESULT IN ELIMINATION.</p> <p><i>Item on Profit and attendance - Rate must be completed in percentages(%) and total calculation be inserted to add in the total offer.</i></p> <p><i>The % rate may include mark-ups, operational costs and bank transaction charge percentages.</i> (eg: R 5 000.00 x 20% = R 1 000.00)</p>		19 806,83	%
NOTE:				R

Pricing Schedule for SHEQ

 <p>SHEQ Schedule</p>					
ITEM	Refer	DESCRIPTION	QTY	UNIT	AMOUNT
	1	Health and Safety: compliance to health and safety site specification			
1	1,1	Allow for provisions of Contract's obligation in respect to the Occupation Health and Safety Act and Regulations, Act (85 of 1993) and relevant legislations as well as the Project Health and Safety Specification (HSS) requirements prepared for this contract	1	sum	
	1,2	Allow for the provisions of Construction Health and Safety Agent (CHSA) to take full management, responsibility and the control of all health and safety related aspects during planning, production and closeout stages.	1	sum	
	1,3	Allow for the provisions of Full-Time Construction Health and Safety Officer or Manager (CHSO/M) to assist on management, supervision and the control of all health and safety related aspects during production and closeout stages.	1	sum	
	2	Environmental: compliance to project environmental specifications			
2	2,1	Allow for provisions of Contract's obligation in respect to the National Environment Act (107 of 1998); National Heritage Resources Act (25 of 1999) and relevant legislations as well as the Project Environmental Specification (PES) requirements prepared for this contract	1	sum	
	2,2	Provide for the safe collection and disposal of excessive material and waste from site by an approved method to the nearest registered landfill	1	sum	
	2,3	Provisions for the landscaping and rehabilitation of disturbed areas on completion of site areas and temporary access routes not covered by construction or landscaping specifications.	1	sum	
	2,4	Provisions for the search and rescue of species e.g. flora and fauna (where applicable)	1	sum	
		Subtotal	R		

Pricing Schedule: All inclusive

CDC/12/26 GROOTE SCHUUR ESTATE REPAIRS & UPGRADES OF SECURITY INSTALLATIONS			
Pricing Schedule			
PHASE	DESCRIPTION	UNIT	AMOUNT
PHASE 1 Design Works Process & Management of the Works			
1	Status Technical Report		
1.1	Concept Designs	Sum	
1.2	Detailed Designs	Sum	
1.3	Heritage Administration & Approval	Sum	
2	Preliminaries	Sum	
3	EPWP & NYS, kindly refer to clause number 8 of Annexure E (Pricing Schedule)	Sum	
4	Occupational Health Safety & Environmental Compliance, kindly refer to clause of Annexure E (Pricing Schedule)	Sum	
5	Sub-total 1	Sum	
PHASE 2 Project Execution (Construction Stage) & Commissioning			
1	Guardhouses Hotel 1,2,3,4,5 & 6	Sum	
2	Genadendal Guardhouse	Sum	
3	Highstead Guardhouse	Sum	
4	Genadendal House	Sum	
5	Highstead House	Sum	
6	Parliamentary Protection Services Monitoring Room	Sum	
7	Parliamentary Security Services Monitoring Room	Sum	
8	Monitoring Station	Sum	
9	Intruder Alarms to 18 Houses within the Estate	Sum	
10	Perimeter Fencing	Sum	
11	Boundary Walls & Fencing	Sum	
12	Commissioning and Testing	Sum	
13	Maintenance of the Security Systems for 12 Months	Sum	
14	Sub-total 2	Sum	
PHASE 3 CLOSE OUT			
1	Professional Service- As Build Drawings & Certificate of Compliance	Sum	
2	Works Completion, Training & Commissioning	Sum	
3	Final Completion, Training & Commissioning	Sum	

4	Final Account including attending to review comments from CDC and DPWI	Sum	
5	Close out Report	Sum	
6	Sub-Total 3	Sum	
7	Grand Total (Sub-Total 1, 2 & 3)	Sum	
8	VAT @ 15%	Sum	
Final Total			R -

ANNEXURE F
Agreement and Contract Data LETTER OF
TENDER (AS A FORM OF OFFER)

ANNEXURE F

LETTER OF TENDER

1.1. LETTER OF TENDER

Contract Description: Contract No.: CDC/12/26: Request for Proposals: Groote Schuur Estate Security Enhancement

NAME OF CONTRACTOR: _____

TO:

Coega Development Corporation (PTY) Ltd
The CDC Head Office
Corner Alcyon Road & Zibuko Street,
Zone 1, Coega SEZ,
Gqeberha (Port Elizabeth).

- 1 / We have examined the Conditions of Contract, Employer's Requirements, Schedules, the Contract Data and Addenda Nos _____ for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein, in conformity with such documents and our enclosed Tender (including this letter), for the lump sum of:

(currency and amount in figures)

(currency and amount in words)

2. I / We agree to abide by this Tender until _____ [date] and it shall remain binding upon us and may be accepted at any time before that date. If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will

then conform with the Schedule of Performance Guarantees. I / We understand that you are not bound to accept the lowest or any tender you may receive.

SIGNATURE: DATE:

NAME (IN CAPITALS):
CAPACITY:
.....

duly authorised to sign tenders for and on behalf of:

NAME OF BIDDER:
.....

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

NAME AND SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE:
.....

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

.....

NAME (IN CAPITALS):

ANNEXURE G

FORM K : PROTECTION OF PERSONAL INFORMATION: CONSENT

ANNEXURE G

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

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

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

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

AGREEMENT

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

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

On behalf of the Bidder:

.....
.....
Signature Date

..... Position

Name of the Bidder

On behalf of the Client:

.....
Signature

.....
Date

.....
Position
Name of Client Representative

ANNEXURE H

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

**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 3.8.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	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 naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date."		
Definition of "Black Designated Groups"	"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 under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.*		

- 3) 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 % _____ %

Construction Sector Affidavit

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, (dd/mm/yyyy) 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 the affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or where applicable a B-BBEE Verification Professional Registrar 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	Level One (135% B-BBEE procurement recognition level)
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)

3. I know and understand the contents of this affidavit and I have no objection to take 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 commissioner.

Deponent Signature:

Date:

Commissioner of Oaths
Signature & stamp

ANNEXURE I

PROPOSED KEY PERSONNEL

ANNEXURE I

PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel, whom he proposes to employ on the contract should his offer be accepted, on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. **The nominated person should give consent by signing on the provided space. Proof of Professional Registration, a curriculum vitae and proof of qualification** of key personnel must be attached to this Bid Document. (also see Section C of Annexure O: "Specification" for details). A key person may not be nominated for two (2) or more competing Bidders as this constitutes a Conflict of Interest in terms of the Companies Act.

DESIGNATION	NAME AND NATIONALITY OF NOMINEE	SUMMARY OF QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	CONSENT SIGNATURE OF NOMINEE

--	--	--	--	--	--

Note: Attach proof of registration with a Professional Body and a curriculum vitae of the key personnel

ANNEXURE J

SCHEDULE OF CURRENT CONTRACTS

ANNEXURE J

SCHEDULE OF WORK - CURRENT & COMPLETED CONTRACTS

The Bidder shall submit as Company Experience, a schedule listing the company experience on similar current appointments and completed Security Infrastructure installation projects, including the description and value of each project as listed below. Three (3) reference letters and a company profile should also be attached to this bid. (Specification" for details).

EMPLOYER (Name, Telephone and Email)	PROJECT DESCRIPTION	VALUE OF WORK	CONTRACT DURATION	AWARD DATE	COMPLETION DATE
1.					
2.					
3.					

ANNEXURE K

FORM OF PERFORMANCE SECURITY (SCHEDULE 18)

Form of Performance Security (Schedule 18)

PERFORMANCE SECURITY

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address":

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

"Contractor" means:

"Employer's Representative" means:

"Works" means: Contract No. **CDC/12/26 Groote Schuur Estate Repairs and Upgrades of Security Installation.**

"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

Employer's Representative 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 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 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 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 intends to call upon the Guarantor to make payment in terms of 4.2;

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 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 the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer 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 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's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer 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 shall have the absolute right to arrange his affairs with the Contractor in any

manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
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)

ANNEXURE L

CDC-FI-FOM-001-010: SUPPLIER PERFORMANCE EVALUATION FORM

**CDC-FI-FOM-001-010: SUPPLIER PERFORMANCE EVALUATION
FORM (TO BE USED FOR EVALUATION OF DELIVERABLES OF
SERVICE PROVIDERS/CONTRACTORS)**

EVALUATORS/PROJECT MANAGERS NAME:		
SERVICE PROVIDER/CONTRACTOR BEING EVALUATED:		
CLIENT		
VALUE OF CONTRACT		
REVIEW PERIOD	FROM:	TO:
REVIEW DATE		

EVALUATION ITEM - GENERIC MEASURES	RATINGS 1-5 (SEE EXPLANATIONS BELOW) AND COMMENTS
<i>Quality-Service /product deliverable:</i> Demonstration to meeting and exceeding specifications/ deliverables by service provider/contractor	
<i>Cost-:</i> Ability to provide services and goods cost effectively in terms of value for money	
<i>Time:</i> Ability to deliver products/services within the specified time period (contract duration) or within the agreed turnaround periods.	
<i>Communication:</i> Timous, effective and efficient exchange of information that is pertinent to the delivery of services/products	
<i>Skills and Competency Availability:</i> refers to the actual availability and competency of staff deployed to the service/project	

<p>Management: Demonstration of sound and proactive management practices that are geared towards the achievement of service/products required.</p>	
<p>EVALUATION ITEM – SPECIFIC MEASURES (CHOOSE AS APPROPRIATE)</p>	<p>RATINGS 1-5 (SEE EXPLANATIONS BELOW) AND COMMENTS IF ANY</p>
<p>SHE Performance: Compliance with all relevant and necessary CDC SHE policies and guidelines</p>	
<p>SMME participation: Involvement of SMME during project/service delivery as per the contract</p>	
<p>Skills and Competency Development: The ability of the contractor/Service provider to develop their resources through training and development to the benefit of the CDC.</p>	
<p>Other (Proposal for additional measures).....</p>	
<p>Overall Score (Average of all scores relevant)</p>	
<p>General comments:</p>	

CDC RATING SCALE

RATING	EXPLANATION
5	Exceptional performance beyond all task/job requirements
4	Exceeds expectation of the task/job requirement
3	Consistently meets all task/job expectations and requirements
2	Falls below expected performance on some task/job requirements
1	Falls below expected performance overall

Evaluators name

and designation: _____

Signature: _____

ANNEXURE M

PARTICULAR CONDITIONS PART A – Contract Data

**Particular Conditions Part A - Contract Data PART 1: DATA
PROVIDED BY THE EMPLOYER**

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

The General Conditions of Contract shall be the FIDIC 2nd Edition (2017 Silver Book) Conditions of Contract for TURNKEY Projects incorporating the "Errata to the FIDIC Conditions of Contract for TURNKEY Projects Second Edition 2017" as published by FIDIC.

The Contractor must obtain his own copy of these Conditions of Contract (FIDIC "Silver Book")

The Annexes and Forms bound in the Conditions of Contract (Silver 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.

Contract Data

The following contract specific data are applicable to this Contract:

Sub- Clause	Data to be Given	Data / Wording
1.1.17	Where the Contract allows for Cost Plus profit, percentage Profit to be added to the Cost.	5%

1.1.24	Defects Notification Period (DNP)	90 Days
1.1.27	Employers name and Address:	Name: COEGA DEVELOPMENT CORPORATION (Pty) Ltd Address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000
1.1.30	The Employers Representative	Name: Liwalethu Mondi Address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000
1.1.76	Time to completion	36 Months
1.3 Notices and Other Communications		
1.3(a)(ii)	Agreed methods of electronic transmission	System of electronic communication accepted for communications via email only and not via SMSs, mms, WhatsApp or any other social media platform
1.3(d)	Address of Employer for communication	Physical address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000 Email address: Liwalethu.Mondi@coega.co.za
1.3(d)	Address of Employer's Representative for communication	Physical address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000 Email address: Liwalethu.Mondi@coega.co.za
1.4 Law and Language		
1.4	Governing Law	Republic of South Africa
1.4	Ruling Language	English
1.4	Language for Communications	English

1.8	Number of additional paper copies of Contractor'	Immediately after the Commencement Date, subject to the Contractor's compliance with OHS Act, Construction Regulations and Environment Requirements as specified in the relevant Annexures to this Contract
1.14	Total liability of the Contractor to the Employer under or in connection with the Contract	The total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed 150% of the Contract Price, except for liability arising from gross negligence and willful misconduct.
2.1 Right of Access to the Site		
2.1	After the Contract comes into full force and effect, the Contractor shall be given right to access to all or part of the Site within	14 Days subject to the Contractor providing the Employer with: <ul style="list-style-type: none"> • SHE File compliant with scope of work and Annexure O • Construction Permit/Notification of Construction Work • Detailed Construction Program • Performance Security
4.2 Performance Security		
4.2	Performance Security:	10% of the Contract Price until the date of the Taking-Over Certificate is issued in accordance with clause 10; and 5% until the date the Performance Certificate is issued in accordance with clause 11.9
4.3 Contractor's Representative		
4.3	Contractors Representative	Name: _____
4.4 Subcontractors		
4.4(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	60%
4.4(b)	Parts of the Works for which subcontracting	None

	is not permitted	
4.4	Subcontractors for which the Contractor shall give Notice before appointment.	All Subcontractors

4.19 Temporary Utilities		
4.19	Period of payment for temporary utilities	30 Days
6.5 Working Hours		
6.5	Normal working hours on the Site	07h30 – 17h00 weekdays
8.1 Commencement of Works		
8.1	Commencement of Works	In the third paragraph Insert “Purchase and installing” before the word “execution”
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"> • 0.1% per day of 70% of the total of the Contract Price at the Take Over Date, for the first 10 days of delay. • 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, • 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, • 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.
14.2 Advance Payment		

14.2	Advance Payment	Not Applicable
14.3 Application for Interim Payment		
14.3(iii)	Percentage of retention	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3(iii)	Limit of Retention Money (as percentage of the Contract Price)	10% of Contract Value
14.7 Payment		

14.7(b)(i)	Period of Employer to make interim payments to the Contractor under Sub- Clause 14.6 [<i>Interim Payment</i>]	30 Days
14.7(b)(ii)	Period of Employer to make interim payments to the Contractor under Sub- Clause 14.13 [<i>Final Payment</i>]	30 Days
14.7(c)	Period for the Employer to make final payments to the Contractor	30 Days
14.8 Delayed Payment		
14.8	Financing charges for delayed payments (percentage points above the average bank short-term lending rate a referred to under sub-paragraph (a))	0%
14.15 Currencies of Payment		
14.15	Currencies for payment of Contract Price	South African Rand (ZAR)
19.1 Insurance (General Requirements)		
19.1	Period for submission of insurance:	Evidence of insurance: 14 days Relevant policies: 14 days
19.2 Insurance to be provided by the Contractor		
19.2(1)(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%).	15 % to apply
19.2(1)(iv)	List of Exceptional Risk which shall not be excluded from the insurance cover for the Works.	None
19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods	100%
19.2.3(a)	Amount of insurance required for liability for breach of professional duty.	150% of design component of the contract
19.2.3(b)	Period of insurance required against liability for fitness for purpose	Yes / No (Delete as appropriate)
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.	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 insurance required by Laws and by local practice (give details)	South African Special Risks Insurance Association (SASRIA)
21.1 Constitution of the DAAB		
21.1	Time for appointment of DAAB	21 Days
21.1	The DAAB shall comprise	1 Members
21.2 Failure to Appoint DAAB Member(s)		
21.2	Appointing entity (official) for DAAB members	Association of Arbitrators (Southern Africa)

ANNEXURE N

PARTICULAR CONDITIONS PART B – Contract Conditions

Particular Conditions

The Particular Conditions are:

Clause No	Description
Sub-Clause 1.1	Sub-Clause 1.1 - Definitions
1.1.4	<p>Commencement Date <i>The date as stated in the Employers Noticed issued under Sub-Clause 8.1[Commencement of Works]</i></p>
1.1.7	<p>Delete and Replace Sub-Clause 1.1.7 with the following: "Contract" means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.</p>
1.1.8	<p>Contract Agreement The Agreement entered by both Parties in accordance with Sub-Close 1.6[Contract Agreement}, including any annexed memoranda</p>
1.1.27	<p>Add the following to Sub Clause 1.1.32: "Employer" and "Client" shall be used interchangeably and shall be the Coega Development Corporation (Pty) Ltd</p>
1.1.12	<p>Contractor's Documents means the documents prepared by the Contractor as described in Sub-Clause 5.2 [Contractor's Documents], including calculations, digital files, computer programs and other software, drawings, manuals, models, specifications and other documents of a technical nature.</p>
1.1.62	<p>Delete and Replace Sub-Clause 1.1.62 with the following: "Schedules" means the document(s) entitled Tender Schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists and schedules of rates and/or prices, Asset Replacement Schedule and Operating & Maintenance Manuals/Schedules.</p>
1.1.73	<p>Delete and Replace Sub-Clause 1.1.73 with the following: "Tender" means that section of the Form of Offer and Acceptance called Offer and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.</p>
1.1.78	<p>Variation Any change to the Works, which is instructed as a variation under Clause 13 (Variation and Adjustments)</p>
Sub-Clause 1.2	<p>Sub-Clause 1.2 – Interpretation In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; and "he", "his" and</p>

Clause No	Description
	<p>"himself" shall be read as "he/she", "his/her" and "himself/herself" respectively;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;</p> <p>(d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(e) "may" means that the Party or person referred to has the choice of whether to act or not in the matter referred to;</p> <p>(f) "shall" means that the Party or person referred to has an obligation under the Contract to perform the duty referred to;</p> <p>(g) "consent" means that the Employer or the Contractor (as the case may be) agrees to, or gives permission for, the requested matter;</p> <p>(h) "including", "include" and "includes" shall be interpreted as not being limited to, or qualified by, the stated items that follow; words indicating persons or parties shall be interpreted as referring to natural and legal persons (including corporations and other legal entities); and "execute the Works" or "execution of the Works" means the design, construction and completion of the Works and the remedying of any defects.</p> <p>In any list in these Conditions, where the second-last item of the list is followed by "and" or "or" or "and/or" then all of the list items going before this item shall also be read as if they are followed by "and" or "or" or "and/ or" (as the case may be).</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
Sub-Clause 1.5	<p>Sub-Clause 1.5 - Priority of Documents</p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> (a) the Contract Agreement; (b) the Particular Conditions Part A - Contract Data; (c) the Particular Conditions Part B - Special Provisions; (d) these General Conditions; (e) the Employer's Requirements; (f) the Schedules; (g) the Tender; (h) the JV Undertaking (if the Contractor is a JV); and (i) any other documents forming part of the Contract

Clause No	Description
	<p>If a Party finds an ambiguity or discrepancy in the documents, that Party shall promptly give a Notice to the other Party, describing the ambiguity or discrepancy. After giving or receiving such Notice, the Employer shall issue the necessary clarification or instruction</p>
Sub-Clause 1.6	<p>Sub-Clause 1.6 – Contract Agreement</p> <p>The Contract shall come into full force and effect on the date stated in the Contract Agreement. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.</p> <p>If the Contractor comprises a JV, the authorised representative of each member of the JV shall sign the Contract Agreement</p>
Sub-Clause 1.8	<p>Sub-Clause 1.8 – Care and Supply of Documents</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until submitted to the Employer. The Contractor shall supply to the Employer one paper-original, one electronic copy (in the form as specified in the Employer's Requirements or, if not stated, a form acceptable to the Employer) and additional paper copies (if any) as stated in the Contract Data of each of the Contractor's Documents.</p> <p>The Contractor shall keep at all times, on the Site, a copy of:</p> <ul style="list-style-type: none"> (a) the Contract; (b) the records under Sub-Clause 6.10 [Contractor's Records] and Sub-Clause 20.2.3[Contemporary records]; (c) the publications (if any) named in the Employer's Requirements; the Contractor's Documents; and (d) Variations, Notices and other communications given under the Contract. <p>The Employer's Personnel shall have right of access to all these documents during all normal working hours, or as otherwise agreed with the Contractor.</p> <p>If a Party becomes aware of an error or defect whether of a technical nature or otherwise) in a document which was prepared by (or on behalf of the Contractor for use in the execution of the Works, the Party shall promptly give a Notice of such error or defect to the other Party. The Contractor shall then promptly rectify the error or defect at the Contractor's risk and cost.</p>
Sub-Clause 1.11	<p>Sub-Clause 1.11 – Confidentiality</p> <p>The Contractor shall disclose all such confidential and other information as the Employer may reasonably require in order to verify the Contractor's compliance with the Contract.</p> <p>The Contractor shall treat all documents forming the Contract as confidential, except to the extent necessary to carry out the Contractor's obligations under the Contract. The Contractor shall not</p>

Clause No	Description
	<p>publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the Employer's prior consent.</p> <p>The Employer and the Employer's Personnel shall treat all information provided by the Contractor and marked "confidential", as confidential. The Employer and the Employer's Personnel shall not disclose or permit to be disclosed any such information to third parties, except as may be necessary when exercising the Employer's rights under Sub-Clause 15.2 [Termination for Contractor's Default].</p> <p>A Party's obligation of confidentiality under this Sub-Clause shall not apply where the information:</p> <ul style="list-style-type: none"> (a) was already in that Party's possession without an obligation of confidentiality before receipt from the other Party; (b) becomes generally available to the public through no breach of these Conditions; or (c) is lawfully obtained by the Party from a third party which is not bound by an obligation of confidentiality.
Sub-Clause 2.3	<p>Employer's Personnel</p> <p>(i) <i>Delete</i> "and the Employer's other Contractors"</p> <p>(ii) <i>Add the following paragraph to this Sub-Clause 2.3:</i> "The Employer shall ensure that the Employer's other Contractors (if any) on the Site are aware of the Principal Contractor's obligations in terms of Sub-Clauses 4.6 and 4.8.</p>
Sub-Clause 2.4	<p>Sub-Clause 2.4 – Employer's Financial Arrangements</p> <p><i>Delete this Sub-Clause.</i></p>
Sub-Clause 3.1	<p>Sub-Clause 3.1 – Employers Representative's Duties And Authority</p> <p><i>Add the following at the end of paragraph three:</i> "The Employers Representative shall obtain the specific approval of the Employer for the execution of the following functions or duties:</p> <ul style="list-style-type: none"> (a) The award of claims in respect of extensions of time Sub-Clause 8.5 (b) The issuing of Variation Orders, in terms of Sub-Clause 13.3. (c) The award of claims in respect of additional costs.
Sub-Clause 3.4	<p>Sub-Clause 3.4 – Instructions</p> <p>The Employer may, through the Employer's Representative or an assistant as stated below, issue to the Contractor (at any time) instructions which may be necessary for the execution of the Works, all in accordance with the Contract.</p> <p>Each instruction shall state the obligation(s) to which it relates and the Sub-Clause (or other term of the Contract) in which the obligation(s) are specified.</p>

Clause No	Description
	<p>The Contractor shall only take instructions from the Employer's Representative or an assistant to whom the appropriate authority to give instruction has been delegated by a Notice given under Sub-Clause 3.2 [Other Employer's Personnel].</p> <p>Subject to the following provisions of this Sub-Clause, the Contractor shall comply with the instructions given by the Employer's Representative or delegated assistant, on any matter related to the Contract.</p> <p>If an instruction states that it constitutes a Variation, Sub-Clause 13.3.1 [Variation by Instruction] shall apply.</p> <p>If not so stated, and the Contractor considers that the instruction:</p> <ul style="list-style-type: none"> (a) constitutes a Variation (or involves work that is already part of an existing Variation); or (b) does not comply with applicable Laws or will reduce the safety of the Works or is technically impossible <p>the Contractor shall immediately, and before commencing any work related to the instruction, give a Notice to the Employer with reasons. If the Employer does not respond within 7 days (or such other time as may be agreed between the Parties) after receiving this Notice, by giving a Notice confirming, reversing or varying the instruction, the Employer shall be deemed to have revoked the instruction. Otherwise the Contractor shall comply with and be bound by the terms of the Employer's response.</p>
Sub-Clause 3.5	<p>Sub-Clause 3.5 – Agreement or Determinations</p> <p><i>Delete the second paragraph and replace with:</i></p> <p>“The Employers Representative shall obtain the Employer's specific approval to give notice to both Parties of each agreement and determination, with supporting particulars. Each party shall give effect to each agreement and determination unless and until revised under Sub-Clause 21.1 [Claims, Disputes and Arbitration]”</p>
Sub-Clause 4.2	<p>Sub-Clause 4.2 – Performance Security</p> <p><i>Delete the first paragraph of Clause 4.2.1 and replace with:</i></p> <p>“<i>The Contractor shall deliver the Performance Security to the Employer within 14 days from the Contract Date.</i>”</p> <p><i>Replace paragraph three with the following:</i></p> <p>“The Contractor shall deliver the Performance Security to the Employer within 14 days of the date of issue as per clause 2.1 above of the Letter of Acceptance, with a copy to the Employers Representative. 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 Employer and shall be in the form prescribed in the project documents or in another form approved by the Employer.”</p>

Clause No	Description
	<p><i>Add the following to the end of Sub-Clause 4.2:</i></p> <p>“The above shall apply in respect of portions of work carried out by SMME’s, except that the Principal Contractor shall assume the role of Employer in respect of requiring a Performance Security from the respective SMME’s.</p> <p>The conditions of reduction and return of the Performance Guarantee shall apply as detailed on Pro-Forma 1.3.”</p>
Sub-Clause 4.3	Sub-Clause 4.3 Contractor’s Representative The contractor shall appoint the Contractor’s representative and shall give him or her all authority necessary to act on the contractor’s behalf under the contract except to replace the Contractor’s Representative.
Sub-Clause 4.4	Sub-clause 4.4 Subcontractors “c) The Contractor shall supply the Employer with proof of all orders placed with the 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-orders relates”
Sub-Clause 4.5.4	Sub-Clause 4.5.4 Subcontractor Disputes “The Contractor shall include in all its SMME Subcontract agreements an express obligation for the 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 Subcontractor”.

Clause No	Description
<p>Sub-Clause 4.8</p> <p>Sub-Clause 4.8 – Health and Safety Obligations</p> <p><i>Add the following to the end of Sub-Clause 4.8:</i></p> <p>The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act and Regulations (OHSA), (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works (sub-clause 6,2 & 12,1) and those parts of the Permanent Works for which the Contractor is responsible to design."</p> <p>For the purposes of this contract, a "competent person" in terms of sub-clause 1 (a) of the Construction Regulations shall be a person who is registered as a PrEng, PrTech Eng or PrTech Eng with the Engineering Council of South Africa and who has the relevant training and experience to be able to design the component part of the permanent or temporary works as applicable.</p> <p>For the purposes of this Contract, "Temporary Works" as defined in the Construction Regulations shall include the following component parts;</p> <ol style="list-style-type: none">1. Hoarding and Barricading2. Demolition Works (including blasting)3. Securing excavations from the risk of collapse (shoring and other measures)4. Permanent and temporary services relocations and bypasses (electrical supply)5. Tie ins to existing electrical connection/ sleeves6. Search for, expose, protect and backfill existing services7. Testing of electrical installation <p>The Contractor shall provide the following to the Employers Representative for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <ol style="list-style-type: none">1. A Certificate of Stability of the Works signed by a registered Professional Engineer/Technologist/Technician in the field of expertise appropriate to the nature of project element under consideration and confirming that all such works have been designed in terms of accordance with the appropriate codes of practice.2. Design calculations should the Employer's Agent request a copy thereof.	

Clause No	Description
	<p>3. Engineering drawings and workshop details (both signed by the relevant professional), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4. "As-Built" drawings in AutoCAD electronic format after completion of the Works.</p> <p>Notwithstanding the list of temporary works envisaged on this project, the Contractor shall be responsible for the design of All Temporary Works (including any temporary works required by the SMMEs (under the SMME packages) or any sub-contractors).</p> <p>Should the Contractor propose any design, supply and installation for any part of the permanent works, 1 to 4 above shall also apply</p> <p>"(f) The Employer and the Contractor hereby agree, in terms of Section 37(2) of the Occupational Health and Safety Amendment Act, (OHSA) 1993 (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The "Principal" 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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Employers Representative 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</p>

Clause No	Description
	<p>Employer and Employers Representative, of such investigation, complaint or criminal charge.</p> <p>The Contractor shall furthermore, in compliance to the OHSA with Constructional Regulations 2014 to the Act:</p> <p class="list-item-l1">(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned CDC SHE Project Manager (CDC SHE PM). The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within the time as stated in the Contract Data - Contract Data and shall be implemented and maintained from the Commencement of the Works.</p>

Clause No	Description
	<p>Sub-Clause 4.8 – Health and Safety Obligations</p> <p>(ii) The Employer, or his assigned CDC SHE PM, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure 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 Employers Representative, at the request of the Employer or CDC SHE PM, 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 CDC SHE PM are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
Sub-Clause 4.15	<p>Sub-Clause 4.15 – Access Route</p> <p><i>Add the following after the last paragraph:</i></p> <p>"The Contractor shall be re-imbursed for the cost of maintenance only to the extent as specified in the Specifications".</p>
Sub-Clause 4.17	<p>Sub-Clause 4.17 – Contractor's Equipment</p> <p>"The Contractor shall provide all necessary storage facilities on Site"</p>
Sub-Clause 4.18	<p>Sub-Clause 4.18 – Protection of the Environment</p> <p><i>In the second paragraph delete the full stop and add</i> "and shall ensure compliance with all the environmental requirements indicated in the Environmental Specifications contained in the Scope of Works and relevant Annexures to the Contract.</p> <p>Environmental method statements shall be submitted to the Employers Representative for approval within 14 days of the Letter of Acceptance by the Contractor as specified in the Specifications. The Contractor will not be permitted to commence construction works until such time that these method statements have been submitted and approved by the Employers Representative</p>
Sub-Clause 4.22	<p>Sub- Clause 4.22 - Contractor's Operations on Site</p> <p>"The Contractor shall protect and cover up all work as may be required and take all other precautions necessary to avoid causing damage of new existing plant, equipment, building and structures. This shall inter alia apply when activities such as abrasive blasting painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on Completion, remove all covers and shall at his cost rectify all damages to finishes to the satisfaction of the Employer's Representative."</p>
Sub-Clause 5.2	<p>Sub-Clause 5.2 – Contractor's Documents</p> <p><i>Add the following to the first sentence of the third paragraph:</i></p> <p>The Employers Representative to submit the Contractors Documents and Notice for review by the Employer before the Employers Representative may give consent and/or approval to any document, claim or instruction as required by the Employers Representative</p>

Clause No	Description
Sub-Clause 5.4	<p>Sub-Clause 5.4 – Technical Standards and Regulations</p> <p><i>Add the following after the second paragraph:</i></p> <p>The Contractors Documents, technical Standards, Specifications and designs to fully comply with local production and specified minimum local content for the designated sectors as determined by the dtic under the Preferential Procurement Policy Framework Act (PPPFA). This will be applicable to the Design Build and Operating Service Period.</p>
Sub-Clause 6.1	<p>Sub-Clause 6.1 – Engagement of Staff and Labour</p> <p><i>Add the following new paragraph:</i></p> <p>“The Principal Contractor shall engage all “non-core” labour from the Coega Development Corporation database of labour and via the Labour Management Services Processes as contained in the contract tender documentation.”</p>
Sub- Clause 6.2	<p>Sub-Clause 6.2 – Rates of Wages and Conditions of Labour</p> <p><i>Delete this clause and replace with the following:</i></p> <p>The CDC Zone Rules and Labour Management Protocols to be applied to all works within the Coega SEZ.</p>
Sub-Clause 6.5	<p>Sub-Clause 6.5 – Working Hours</p> <p><i>Delete the first sentence and replace with the following:</i></p> <p>“For the Design Build no work shall be carried out on site on Sundays or on any special non-working day stated in the Contract Data or between sunset and sunrise on any day”.</p>
Sub-Clause 6.7	<p>Sub-Clause 6.7 – Health and Safety of Personnel</p> <p><i>Delete the first paragraph and replace with following:</i></p> <p>“The Contractor shall provide and maintain on the site adequate and suitable sanitary and first aid services (including the provision of access at all times of a person qualified to render medical first aid) and a supply of potable water for his personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the site.”</p> <p><i>Add the following new paragraph:</i></p> <p>“The Contractor shall comply with the inspections and requirements of the Employer’s Safety Health and Environment (SHE) Officer on the Site.”</p>
Sub-Clause 6.11	<p>Sub-Clause 6.11 – Disorderly Conduct</p> <p><i>Delete the full stop and add the following:</i></p> <p>“and shall indemnify and hold the Employer and Employers Representative harmless against and from all damage, losses and expenses (including legal fees and expenses) resulting from any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel”.</p>

Clause No	Description
Sub-Clause 8.1	<p>Sub-Clause 8.1 – Commencement of Work</p> <p><i>Replace paragraph one with</i></p> <p>“The Commencement of Works shall be the lesser of 28 days after the receipt by the Employer of the Contractor’s health and safety plan and environmental method statements, or 42 days after the date of delivery of the Letter of Acceptance.”</p>
Sub-Clause 8.3	<p>Sub-Clause 8.3 – Programme</p> <p><i>Add the following after Sub-Clause 8.3(k) (v):</i></p> <p class="list-item-l1">(l) A baseline or target bar representing the initial agreed construction programme. The baseline will be frozen for the duration of the construction period, subject to agreed amendments, and will indicate the contractual completion date.</p> <p class="list-item-l1">(m) A current bar equivalent to the baseline upon commencement, but which will be subject to adjustment due to progress and other factors.</p> <p class="list-item-l1">(n) All milestone activities for all major events in the programme, including dependencies on factors external to the project, or which are to be arranged by the Employers Representative or Employer.</p> <p class="list-item-l1">(o) All linkages between activities, to fairly represent the logic of construction. Start dates of activities should be determined by preceding activities as far as possible. Where start dates are determined by factors external to the project these are to be shown as milestones with imposed start dates and the source and reasons are to be documented.</p> <p class="list-item-l1">(p) Resourcing of major activities and equipment, where resourcing is critical to the duration.</p> <p class="list-item-l1">(q) A logical and reasonable Work Breakdown Structure for the grouping of activities.</p> <p class="list-item-l1">(r) The critical path of the programme. The critical path must be demonstrable in terms of good planning practice, and is not to be manipulated by constraints imposed on activities.</p> <p class="list-item-l1">(s) An earned value table and graph, derived from the programme, representing the projected value of work to be completed in each payment period”.</p> <p class="list-item-l1">(t) Production rates for all items.</p> <p>Any other information as specified in the document to be provided by the Contractor.”</p>

Clause No	Description
<p>Sub-Clause 8.5</p> <p>Sub-Clause 8.5 – Extension of Time for Completion</p> <p><i>Add the following to Sub-Clause 8.5 at the end of the last paragraph:</i></p> <p>“The Time for Completion shall include for delays which can be expected due to normal weather conditions (wind and rainfall) at the site of the Works for the duration of the Contract.</p> <p>To provide for these normal weather conditions the allowance to be made by the Contractor in his programme for actual and consequential weather delays is ten (10) calendar days.</p> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the Works, he shall notify the Employers Representative in writing. The submission shall be made within two calendar days of the resumption of work.</p> <p>The Employers Representative shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days (over the full contract period) upon which work on the critical path items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the Time for Completion of the Works.</p> <p>Delays over and above these allowed for (the allowance being the sum of the days allowed for over the Time for Completion of the phase in question), whether actual or consequential due to such abnormal weather which may occur, will not automatically entitle the Contractor to an extension of time for the completion of the affected phase/s.</p> <p>Only under justifiable circumstances will such extension of time be granted. Such extension will be granted at the discretion of the Employers Representative who shall obtain the approval of the Employer.</p> <p>Application for such extension of time shall be made in writing by the Contractor to the Employers Representative. The application shall set out in detail the particulars of such delays”.</p>	

Sub-Clause 8.8	Sub-Clause 8.8 – Delay Damages
	<p>If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of Delay Damages by the Contractor for this default. Delay Damages shall be the amount stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the relevant Date of Completion of the Works or Section. The total amount due under this Sub- Clause shall not exceed the maximum amount of Delay Damages (if any) stated in the Contract Data. These Delay Damages shall be the only damages due from the Contractor for the Contractor's failure to comply with Sub-Clause 8.2 [Time for Completion], other than in the event of termination under Sub-Clause 15.2 [Termination for Contractor's Default] before completion of the Works. These Delay</p>

Clause No	Description
	<p>Damages shall not relieve the Contractor from the obligation to complete the Works, or from any other duties, obligations or responsibilities which the Contractor may have under or in connection with the Contract. This Sub-Clause shall not limit the Contractor's liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor.</p>
Sub-Clause 13.1	<p>Sub-Clause 13.1 – Right to Vary</p> <p>Variations may be initiated by the Employer under Sub-Clause 13.3 [Variation Procedure] at any time before the issue of the Taking-Over Certificate for the Works.</p> <p>Other than as stated under Sub-Clause 11.4 [Failure to Remedy Defects], a Variation shall not comprise the omission of any work which is to be carried out by the Employer or by others unless otherwise agreed by the Parties.</p> <p>The Contractor shall be bound by each Variation instructed under Sub-Clause 13.3.1 [Variation by Instruction], and shall execute the Variation with due expedition and without delay, unless the Contractor promptly gives a Notice to the Employer stating (with detailed supporting particulars) that:</p> <ul style="list-style-type: none"> (a) the varied work was Unforeseeable having regard to the scope and nature of the Works described in the Employer's Requirements; (b) the Contractor cannot readily obtain the Goods required for the Variation; (c) it will be applicable to unforeseen circumstances, not non-compliances by the Contractor (d) it will have an adverse impact on the achievement of the Schedule of Performance Guarantees; or (e) it may adversely affect the Contractor's obligation to complete the Works so that they shall be fit for the purposes) for which they are intended under Sub-Clause 4.1 [Contractor's General Obligations]. <p>Promptly after receiving this Notice, the Employer shall respond by giving a Notice to the Contractor cancelling, confirming or varying the instruction.</p> <p>Any instruction so confirmed or varied shall be taken as an instruction under Sub-Clause 13.3.1 [Variation by instruction].</p>
Sub-Clause 13.3	<p>Sub-Clause 13.3 – Variation Procedure</p> <p>Variation shall be initiated by the Employer in accordance with Sub Clause 13.3.1 and Sub Clause 13.3.2</p>

Clause No	Description
Sub-Clause 13.7	<p>Sub-Clause 13.7 – Adjustment for Change in Cost</p> <p><i>Delete this Sub-Clause and replace with the following:</i></p> <p>“The value of certificates issued in terms of Sub-Clause 14.6 (excluding the value of those special materials specified in the Forms to be Completed by Bidders) shall be increased or decreased by applying a “Contract Price Adjustment Factor” calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule appended to these Particular Conditions (Part B). Price adjustments for variations in the costs of special materials specified in the Contract Data shall be in the manner set out in the Contract Price Adjustment Schedule”.</p>
Sub-Clause 14.2	<p>Sub-Clause 14.2 – Advance Payment</p> <p><i>Delete this sub-clause and replace with the following:</i></p> <p>No Advance Payments nor Advance Payment Guarantees will be permitted.</p>
Sub-Clause 14.3	<p>Sub-Clause 14.3 – Application for Interim Payment Certificates</p> <p>The Contractor shall submit a Statement to the Employer after the end of the period of payment stated in the Contract Data (if not stated, after the end of each month). Each Statement shall:</p> <ul style="list-style-type: none"> (a) be in a form acceptable to the Employer; (b) be submitted in one paper-original, one electronic copy and additional paper copies (if any) as stated in the Contract Data; and (c) show in detail the amounts to which the Contractor considers that the Contractor is entitled, with supporting documents which shall include sufficient detail for the Employer to investigate these amounts together with the relevant report on progress in accordance with Sub-Clause 4.20 [Progress Reports]. <p>The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ul style="list-style-type: none"> (i) the estimated contract value of the Works executed, and the Contractor's Documents produced, up to the end of the period of payment (including Variations but excluding items described in sub-paragraphs ii) to (x) below); (ii) any amounts to be added and/or deducted for changes in Laws under Sub-Clause 13.6 (Adjustments for Changes in Laws], and for changes in Cost under Sub-Clause 13.7 Adjustments for Changes in Cost); (iii) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the amounts under sub-paragraphs (i), (ii) and (vi) of this Sub-Clause, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data; (iv) any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2 [Advance Payment]; (v) any amounts to be added and/or deducted for Plant and Materials under Sub-Clause 14.5

	[Plant and Materials intended for the Works];
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Clause No	Description
	<ul style="list-style-type: none"> <li data-bbox="530 327 1414 440">(vi) any other additions and/or deductions which have become due under the Contract or otherwise, including those under Sub-Clause 3.5 Agreement or Determination]; <li data-bbox="530 451 1414 518">(vii) any amounts to be added for Provisional Sums under Sub-Clause 13.4 [Provisional Sums]; <li data-bbox="530 530 1438 597">(viii) Any amount to be added for release of Retention Money under Sub-Clause 14.9 [Release of Retention Money] <li data-bbox="530 608 1430 676">(ix) Any amount to be deducted for the Contractor's use of utilities provided by the Employer under Sub-Clause 4.19[Temporary Utilities]; and <li data-bbox="530 687 1438 754">(x) The deduction of amount previously paid by the Employer under Sub-Clause 14.7[Payment]
Sub-Clause 14.7	<p>Sub-Clause 14.7 – Payment</p> <p><i>Delete paragraphs (a), (b), (c) and the final paragraph and replace with:</i></p> <p>“(a) the amount certified in each interim Payment Certificate within 30 days from the date the Employers Representative certifies the Statement and supporting documents; and</p> <p>(b) The amount certified in the Final Payment Certificate within 30 days after the Employer receives this Payment Certificate.”</p>
Sub-Clause 14.8	<p>Sub-Clause 14.8 – Delayed Payment</p> <p><i>Delete the second paragraph and replace with:</i></p> <p>“These financing charges shall be at the rate as prescribed in terms of the Prescribed Rate of Interest Act No 55 of 1975.”</p>
Sub-Clause 14.11	<p>Sub-Clause 14.11 – Final Statement</p> <p><i>Change “56 days” to “30 days”</i></p>
Sub- Clause 15.2	<p>Sub-Clause 15.2 – Termination for Contractor's Default</p> <p>Termination of the Contract under this Clause shall not prejudice any other rights of the Employer under the Contract or otherwise</p>
Sub-Clause 18.1	<p>Sub-Clause 18.1 – Exceptional Event</p> <p><i>Under (c), add the following:</i></p> <p>“unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks”.</p>
Sub-Clause 20.1	<p>Sub-Clause 20.1 – Claims</p> <p>A Claim may arise:</p> <p>(a) if the Employer considers that the Employer is entitled to any additional payment from the Contractor (or reduction in the Contract Price) and/ or to an extension of the DNP;</p> <p>(b) if the Contractor considers that the Contractor is entitled to any additional payment from the Employer and/or to EOT; or</p>

Clause No	Description
	<p>(c) if either Party considers that he/she is entitled to another entitlement or relief against the other Party. Such other entitlement or relief may be of any kind whatsoever including in connection with any certificate, determination, instruction, Notice, opinion or valuation of the Employer) except to the extent that it involves any entitlement referred to in sub-paragraphs (a) and/or (b) above.</p> <p>In the case of a Claim under sub-paragraph (a) or (b) above, Sub-Clause 20.2 [Claims For Payment and/or EOT] shall apply.</p> <p>In the case of a Claim under sub-paragraph (c) above, where the other Party has disagreed with the requested entitlement or relief (or is deemed to have disagreed if he/she does not respond within a reasonable time), a Dispute shall not be deemed to have arisen but the claiming Party may, by giving a Notice refer the Claim to the Employer's Representative and Sub-Clause 3.5 Agreement or Determination] shall apply. This Notice shall be given as soon as practicable after the claiming Party becomes aware of the disagreement (or deemed disagreement) and shall include details of the claiming Party's case and the other Party's disagreement (or deemed disagreement).</p>
Sub-Clause 21. 1	<p>Sub-Clause 21.1- Constitution of the DAAB</p> <p>Disputes shall be decided by a DAAB in accordance with Sub-Clause 21.4 [Obtaining DAAB's Decision]. The Parties shall jointly appoint the member(s) of the DAAB within the time stated in the Contract Data (if not stated, 28 days) after the date that both Parties have signed the Contract Agreement.</p> <p>The DAAB shall comprise, as stated in the Contract Data, either one suitably qualified member (the "sole member") or three suitably qualified members (the "members"). If the number is not so stated, and the Parties do not agree otherwise, the DAAB shall comprise three members.</p> <p>The sole member or three members (as the case may be) shall be selected from those named in the list in the Contract Data, other than anyone who is unable or unwilling to accept appointment to the DAAB.</p> <p>If the DAAB is to comprise three members, each Party shall select one member for the agreement of the other Party. The Parties shall consult both these members and shall agree the third member, who shall be appointed to act as chairperson.</p> <p>The DAAB shall be deemed to be constituted on the date that the Parties and the sole member or the three members (as the case may be) of the DAAB have all signed a DAAB Agreement.</p> <p>The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DAAB consults, shall be mutually agreed by the Parties when</p>

Clause No	Description
	<p>agreeing the terms of the DAAB Agreement. Each Party shall be responsible for paying one-half of this remuneration.</p> <p>If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAAB. Unless the Parties agree otherwise, a replacement DAAB member shall be appointed if a member declines to act or is unable to act as a result of death, illness, disability, resignation or termination of appointment. The replacement member shall be appointed in the same manner as the replaced member was required to have been selected or agreed, as described in this Sub-Clause.</p> <p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone.</p> <p>Unless otherwise agreed by both Parties, the term of the DAAB (including the appointment of each member) shall expire either:</p> <p>(a) on the date the discharge shall have become, or deemed to have become, effective under Sub- Clause 14.12 (Discharge); or</p> <p>(b) 28 days after the DAAB has given its decision on all Disputes, referred to it under Sub- Clause 21.4 [Obtaining DAAB's Decision] before such discharge has become effective, whichever is later.</p> <p>However, if the Contract is terminated under any Sub-Clause of these Conditions or otherwise, the term of the DAAB (including the appointment of each member) shall expire 28 days after:</p> <p>(i) the DAAB has given its decision on all Disputes, which were referred to it (under Sub- Clause 21.4 [Obtaining DAAB's Decision]) within 224 days after the date of termination; or</p> <p>(ii) the date that the Parties reach a final agreement on all matters (including payment) in connection with the termination</p> <p>whichever is earlier.</p>
Sub-Clause 21.5	<p>21.5 Amicable Settlement: “Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with the 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 cost being borne equally by the parties.</p> <p>The mediator shall be authorized to end the mediation process whenever, in his/her opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties”</p>

ANNEXURE O

EMPLOYERS REQUIREMENTS/ SPECIFICATIONS



Employer's Requirements:

GROOTE SCHUUR ESTATE – Upgrading of Security Infrastructure

OCTOBER 2025

DOCUMENT INFORMATION SHEET

Title of Report : *Employer's Requirements – Groote Schuur Estate – Upgrading of Security Infrastructure*

Report Number : *000*

Prepared by : *Liwalethu Mondi*

Reviewed by : *Liwalethu Mondi*

Business Unit : *IPD – DPWI Cape Town*

Prepared for : *CDC*

Date of Issue : *1 October 2025*

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EMPLOYER'S REQUIREMENTS – GROOTE SCHUUR ESTATE – UPGRADES TO THE SECURITY INFRASTRUCTURE

PART 1 – GENERAL EMPLOYER'S REQUIREMENTS

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EMPLOYER'S REQUIREMENTS – GROOTE SCHUUR ESTATE – UPGRADES TO THE SECURITY INFRASTRUCTURE

PART 1 - GENERAL EMPLOYER'S REQUIREMENTS

1. INTENT OF DOCUMENT

The Employer's Requirement is intended to cover the infrastructure upgrades of the Groote Schuur Estate as outline in the South African Police Service (SAPS) Report and the Procurement Instruction (PI) issued for the project. The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognised as being the exclusive responsibility of the contractor.

In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

2. DEFINITIONS OF TERMS

The following terms in the text of this Specifications, are explained as follows, unless otherwise defined:

As Specified	Means as specified in the Specification, RFP or in the drawings or in the scope of work.
Bidder	Means a person or entity responding to the invitation to tender issued by the Employer.
The Estate	Refers to the Groote Schuur Estate
CDC	Means Coega Development Corporation
Client	Means Coega Development Corporation
Comply	Means that which meet the specified standards.
Contract	Means the contract for the "Groote Schuur Estate – Upgrading of the Security Infrastructure

Contractor	Means the person, partnership, company or firm appointed for the Contract as defined.
DPWI	Means the Department of Public Works and Infrastructure
Professional Service Providers	Means the qualified and registered professionals who is employed by the Bidder.
Employer	Means Coega Development Corporation
Service Provider	Means a company that provides a service on a specific field.
Suitable	Means capable of fulfilling or having fulfilled the intended function or fit for its intended purpose.
Supply Authority	Means any electrical local utility company, institution or body responsible for delivery of electrical power, such as Eskom or Local Municipality; also known as “Local Supply Authority”
The End-user	The person or persons presently occupying the Buildings.

3. STANDARDS AND CODES

All work and equipment shall be in accordance with the requirements of BS5514 and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

4. REGULATIONS

The installation shall be erected and tested in accordance with the following Acts and regulations:

- (a) The latest issue of SABS 10142-1: “Code of Practice for the Wiring of Premises”,
- (b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- (c) SANS 1507: Low voltage cables,
- (d) The municipal by-laws and any special requirements of the local supply authority: The City of Cape Town Local Municipality
- (e) SANS 10400: The National Building Regulations and Building Standards as amended.
- (f) SANS 8528: Reciprocating internal combustion engine driven alternating current generating sets

- (g) The Department of Public Works Standard Technical Specification for Standby Generators
- (h) Critical Infrastructure Protection Act 8 of 2019 (CIP Act)
- (i) National Heritage Resources Act, Act (25 of 1999)

5. APPOINTMENT OF THE PROFESSIONAL TEAM

The Employer requirements for the project includes by not limited to the appointment of professional Service providers that will be responsible for the following Stages & Deliverable:

Stage 2 Concept Designs

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

- 3.1. Agree documentation programme with principal agent or consultant and other consultants involved.
- 3.2. Attend design and consultants' meetings.
- 3.3. Establish the concept design criteria.
- 3.4. Prepare initial concept design and related documentation.
- 3.5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
- 3.6. Establish regulatory authorities' requirements and incorporate into the design.
- 3.7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 3.8. Establish access, utilities, services and connections required for the design.
- 3.9. Participate in coordinated design interfaces with architect or other consultants involved.
- 3.9.1. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- 3.10. Provide cost estimates and life cycle costs, as required.
- 3.11. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.
- 3.12. Deliverables will typically include:
 - concept design
 - schedule of required surveys, tests and other investigations and related reports
 - process design
 - preliminary design
 - cost estimates, as required.

Stage 3 – Design Development (also termed detailed design)

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

- 3.13. Review documentation programme with principal consultant and other consultants involved.
- 3.14. Attend design and consultants' meetings.
- 3.15. Incorporate client's and authorities' detailed requirements into the design.
- 3.16. Incorporate other consultants' designs and requirements into the design.

- 3.17. Prepare design development drawings including draft technical details and specifications.
- 3.18. Review and evaluate design and outline specification and exercise cost control.
- 3.19. Prepare detailed estimates of construction cost.
- 3.20. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- 3.21. Submit the necessary design documentation to local and other authorities for approval.
- 3.22. Deliverables will typically include:
 - design development drawings
 - outline specifications
 - local and other authority submission drawings and reports
 - detailed estimates of construction costs.

Stage 5 – Contract Administration and Inspection

Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- 3.23. Attend site handover.
- 3.24. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- 3.25. Carry out contract administration procedures in terms of the contract.
- 3.26. Prepare schedules of predicted cash flow.
- 3.27. Prepare pro-active estimates of proposed variations for client decision-making.
- 3.28. Attend regular site, technical and progress meetings.
- 3.29. Adjudicate and resolve financial claims by contractors.
- 3.30. Assist in the resolution of contractual claims by the contractor.
- 3.31. Establish and maintain a financial control system.
- 3.32. Clarify details and descriptions during construction as required.

- 3.33. Prepare valuations for payment certificates to be issued by the principal agent.
- 3.34. Witness and review of all tests and mock-ups carried out on site.
- 3.35. Check and approve contractor drawings for compliance with contract documents.
- 3.36. Update and issue drawings register.
- 3.37. Issue contract instructions as and when required.
- 3.38. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 3.39. Inspect the works and issue practical completion and defects lists.
- 3.40. Arranging for the delivery of all test certificates, including any Certificates of
- 3.41. Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and
- other statutory authorities.

Stage 6 – Close-Out

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

- 3.42. Inspect and verify the rectification of defects.
- 3.43. Receive, comment and approve relevant payment valuations and completion certificates.
- 3.44. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- 3.45. Prepare and/or procure as-built drawings and documentation.
- 3.46. Conclude the final accounts where relevant.

Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists

- operations and maintenance manuals, guarantees and warranties
- as-built drawings and documentation
- final accounts.

1. EMPLOYER'S REQUIREMENTS

5.1. Re configuration of existing Guardhouse Designs, Design of new guard houses and upgrading of Security surveillance and intruder detections by not limited to:

Construction of New Guardhouse: Hotel 1 Entrance: Construction of New Guardhouse:	Contractors Entrance / Hotel 4: Construction of a new Guardhouse.	Hotel 2 Entrances: (Police Station) Construct of a New Guardhouse.	Hotel 3 Entrances: Construct of a New Guardhouse.
<p>a) Decanting and storage</p> <p>b) Reconfigure, Alterations / Expansion to Guardhouse</p> <p>c) Canopy and</p> <p>d) Bulletproof windows and doors;</p> <p>e) Kitchenette and</p> <p>f) Ablution amenities, including</p> <p>g) Upgrade the gate;</p> <p>h) Waiting reception Fitted with</p> <p>i) X-ray machines;</p> <p>j) Body scanners;</p> <p>k) Heating and cooling system.</p> <p>l) Intercom services.</p> <p>m) Automation gate;</p> <p>n) Vehicle Access Control &</p> <p>o) Pedestrian Access Control.</p> <p>p) Monitoring equipment &</p> <p>q) Communications system.</p> <p>r) Entrance Guard Huts fitted with monitoring screens;</p> <p>s) CCTV monitoring of access entrance cameras.</p> <p>t) Metal detectors and</p> <p>u) Electrical Installation:</p> <p>v) DB</p> <p>w) Lighting</p> <p>x) Power</p> <p>• DB</p> <p>• Lighting</p> <p>• Power</p> <p><i>Include demolitions, clearing the site,</i></p>	<p>a) Decanting and storage</p> <p>b) Construction of a new brick-and-mortar structure with</p> <p>b) Canopy to match site aesthetics</p> <p>c) bulletproof windows and doors.</p> <p>d) kitchenette and</p> <p>e) ablution amenities including</p> <p>f) upgrading the gate;</p> <p>g) waiting reception fitted with</p> <p>h) x-ray machines;</p> <p>i) body scanners;</p> <p>j) heating and cooling system;</p> <p>k) intercom services;</p> <p>l) automation gate.</p> <p>m) vehicle access control &</p> <p>n) pedestrian access control;</p> <p>o) monitoring equipment &</p> <p>p) communications system.</p> <p>q) entrance guard huts fitted with monitoring screens;</p> <p>r) cctv monitoring of access entrance cameras.</p> <p>s) metal detectors and</p> <p>Electrical Installation:</p> <ul style="list-style-type: none"> • DB • Lighting • Power <p><i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses</i></p>	<p>a) Decanting and storage</p> <p>b) Reconfigure, Alterations / Expansion to Guardhouse</p> <p>c) Bulletproof windows and doors;</p> <p>d) Kitchenette and</p> <p>e) Ablution amenities including</p> <p>f) upgrading the gate;</p> <p>g) Waiting reception; fitted with</p> <p>h) x-ray machines;</p> <p>i) Body scanners;</p> <p>j) Heating and cooling system;</p> <p>k) Intercom services;</p> <p>l) Automation gate;</p> <p>m) vehicle Access Control &</p> <p>n) Pedestrian Access Control;</p> <p>o) monitoring equipment &</p> <p>p) communications system.</p> <p>q) Entrance Guard Huts fitted with monitoring screens;</p> <p>r) CCTV monitoring of access entrance cameras.</p> <p>s) Metal detectors and</p> <p>Electrical Installation:</p> <ul style="list-style-type: none"> • DB • Lighting • Power <p><i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses</i></p>	<p>a) Decanting and storage</p> <p>b) Construction of a new brick-and-mortar structure with</p> <p>c) Canopy and</p> <p>d) Bulletproof windows and doors;</p> <p>e) Kitchenette and</p> <p>f) Ablution amenities including</p> <p>g) Heating and cooling system.</p> <p>h) Intercom services.</p> <p>i) Automation gate;</p> <p>j) Vehicle Access Control &</p> <p>k) Monitoring equipment &</p> <p>l) Communications system.</p> <p>m) Entrance Guard Huts fitted with monitoring screens;</p> <p>n) CCTV monitoring of access entrance cameras.</p> <p>o) Electrical Installation:</p> <ul style="list-style-type: none"> • DB • Lighting • Power <p><i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses</i></p>

<i>removal of trees, poles, existing services etc, all required for the construction of the guard houses. Including Temporary accommodation.</i>	<i>construction of the guard houses. Including temporary accommodation.</i>			
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ENTRANCES: RECONFIGURATION OF EXISTING GUARDHOUSE:

Reconfiguration of Existing Guardhouses Hotel 5	Reconfiguration of Existing Guardhouses: Highstead	Reconfiguration of Existing Guardhouses: Genadenda
<p>a) Decanting and storage</p> <p>b) Reconfigure, alterations / extension od Guardhouse</p> <p>c) Bulletproof windows and doors;</p> <p>d) Kitchenette and</p> <p>e) Ablution amenities, including</p> <p>f) Upgrade the gate;</p> <p>g) Heating and cooling system.</p> <p>h) Intercom services.</p> <p>i) Automation gate;</p> <p>j) Vehicle Access Control;</p> <p>k) Pedestrian Access Control;</p> <p>l) Monitoring equipment;</p> <p>m) Communications system.</p> <p>n) Entrance Guard Huts fitted with monitoring screens;</p> <p>o) CCTV monitoring of access entrance cameras.</p> <ul style="list-style-type: none"> • DB • Lighting • Power <p><i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses</i></p>	<p>a) Reconfiguration and alteration / extension of Guardhouse</p> <p>b) Decanting and storage</p> <p>c) kitchenette;</p> <p>a) ablution facilities;</p> <p>b) communication system;</p> <p>c) fire panel board;</p> <p>d) communication computer;</p> <p>e) Scanning Equipment;</p> <p>f) Retaining wall</p> <p>g) Canopy</p> <p>h) Paving from the gate to the front door of the house;</p> <p><i>Electrical Installation:</i></p> <ul style="list-style-type: none"> • DB • Lighting • Power <p><i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses. Including Temporary accommodation.</i></p>	<p>a) Reconfiguration and alteration / extension of Guardhouse</p> <p>b) Canopy</p> <p>c) Bulletproof windows and doors.</p> <p>d) Kitchenette and</p> <p>e) Ablution amenities including</p> <p>f) Waiting reception fitted with</p> <p>g) X-ray machines;</p> <p>h) Body scanners;</p> <p>i) Heating and cooling system;</p> <p>j) Intercom services;</p> <p>k) Automation gate.</p> <p>l) Vehicle access control &</p> <p>m) Pedestrian access control;</p> <p>n) Monitoring equipment &</p> <p>o) Communications system.</p> <p>p) Entrance guard huts fitted with monitoring screens;</p> <p>q) CCTV monitoring of access entrance cameras.</p> <p>r) Metal detectors and</p> <p>s) Electrical Installation:</p> <p>t) DB</p> <p>u) Lighting</p> <p>v) Power</p> <p>w) <i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses</i></p> <p><i>Include demolitions, clearing the site, removal of trees, poles, existing services etc, all required for the construction of the guard houses. Including Temporary accommodation.</i></p>

PRESEIDENTIAL HOUSES: GENADENDAL & HIGHSTEAD:

Genadendal House:	Highstead House:
<p>a) Installation of the bullet proof at the balcony of the main bedroom.</p> <p>b) Genadedal installed with Intelibass system</p> <p>c) Installation of External Intruder Detection System (IDS);</p> <p>d) Internal Intruder Detection System (IDS);</p> <p>To be fitted with fire suppression systems, other PI requirements such as alarm, IP camera system to SAPS specification, access control and intercoms have been addressed by the Facilities Management Contract</p>	<p>a) Installation of the bulletproof at the balcony of the main bedroom.</p> <p>b) Installation of External Intruder Detection System (IDS);</p> <p>c) Internal Intruder Detection System (IDS);</p> <p>To be fitted with fire suppression systems, other PI requirements such as alarm, IP camera systems to SAPS specification, access control and intercoms have been addressed by the Facilities Management Contract</p>

PERIMETER SURVEILLANCE SYSTEM

Perimeter Surveillance Systems:
<p>a) all 250 x analogues are to be replaced with ip camera system to SAPS's specifications, which will also require</p> <p>b) the upgrading of the existing fibre optic infrastructure to cope with IP camera bandwidth requirements. installation of the perimeter (pids)</p>
Prestige Residences:
<p>a) Retaining wall in front of guard hut to prevent water from flooding the guard hut;</p> <p>b) Paving from the gate to the front door of the house;</p>

MONITORING ROOMS:

PPS MONITORING ROOM	PSS Monitoring Room:
<p>A) Internal Reconfiguration of the operations space</p> <p>B) Installation of video walls;</p> <p>C) fire panels;</p> <p>D) Installation of external Intruder Detection System (IDS);</p> <p>E) Smoke detection and Fire detection system;</p> <p>F) UPS;</p> <p>G) safe room;</p> <p>H) kitchenette;</p> <p>I) ablution facilities;</p> <p>J) working stations (Desk);</p> <p>K) saver with adequate storage for 90 days;</p> <p>L) cooling HVAC;</p> <p>M) Access controlled sally port the outside with a bullet resistant security door with spiked plate;</p> <p>N) Secure zone access control;</p> <p>O) Video intercom or security surveillance cameras;</p> <p>P) intercom communication system;</p> <p>Q) Ergonomic design layout including chairs;</p> <p>R) Purpose design video wall:</p> <p>S) Sever room to be secure IT/Recording equipment, lighting, Ample power points and water dispenser;</p> <p>T) Operator Break away areas;</p> <p>U) Services firefighting equipment;</p> <p>V) Service Ramrad system</p> <p>W) Separation of the sever and fire suppression.</p>	<p>a) Decanting and setting up Temporary Monitoring room</p> <p>b) Installation of video walls;</p> <p>c) fire panels;</p> <p>d) Installation of external Intruder Detection System (IDS);</p> <p>e) Smoke detection and Fire detection system;</p> <p>f) UPS;</p> <p>g) safe room;</p> <p>h) kitchenette;</p> <p>i) ablution facilities;</p> <p>j) working stations (Desk);</p> <p>k) saver with adequate storage for 90 days;</p> <p>l) cooling HVAC;</p> <p>m) Access controlled sally port the outside with a bullet resistant security door with spiked plate;</p> <p>n) Secure zone access control;</p> <p>o) Video intercom or security surveillance cameras;</p> <p>p) intercom communication system;</p> <p>q) Ergonomic design layout including chairs;</p> <p>r) Purpose design video wall:</p> <p>s) Sever room to be secure IT/Recording equipment, lighting, Ample power points and water dispenser;</p> <p>t) Operator Break away areas;</p> <p>u) Services firefighting equipment;</p> <p>v) Service Ramrad system</p>

BOUNDARY WALL & POWER SUPPLY

BOUNDARY WALL	POWER SUPPLY
a) Foundation b) Superstructure c) Fencing from Main road to Hotel 2	a) Power supply to the security system is connected to the backup generator system and beis supplied with a UPS backup system.

- 5.2. The contract or works comprises the design, construction, manufacturing, assembly, delivery to site, off-loading on site, installation, testing and commissioning and handing over of the complete equipment necessary to comply with the requirements of this employer's requirements, including a sound attenuated canopy and an Automatic Mains Failure.
- 5.3. All electrical work required on the existing main distribution board necessary for proper operation and connection of the standby generator to the building, including a supply cable from generator to main DB.
- 5.4. The contractor shall service the installation during the guarantee period of one year. The Bidder shall note that all sites are current operational. He or she shall carry out work with minimum disturbance to the operation of the site and undertook all risk and safety measures to ensure safety of people on site.
- 5.5. After site hand-over, the contractor shall prepare a safety file to the approval of the Client prior to commencing work on site. He/she shall be required to prepare a programme, taking due account of the requirements set out to subsequent sections of this document. It will be commented on by the Client but shall remain the contractor's programme.

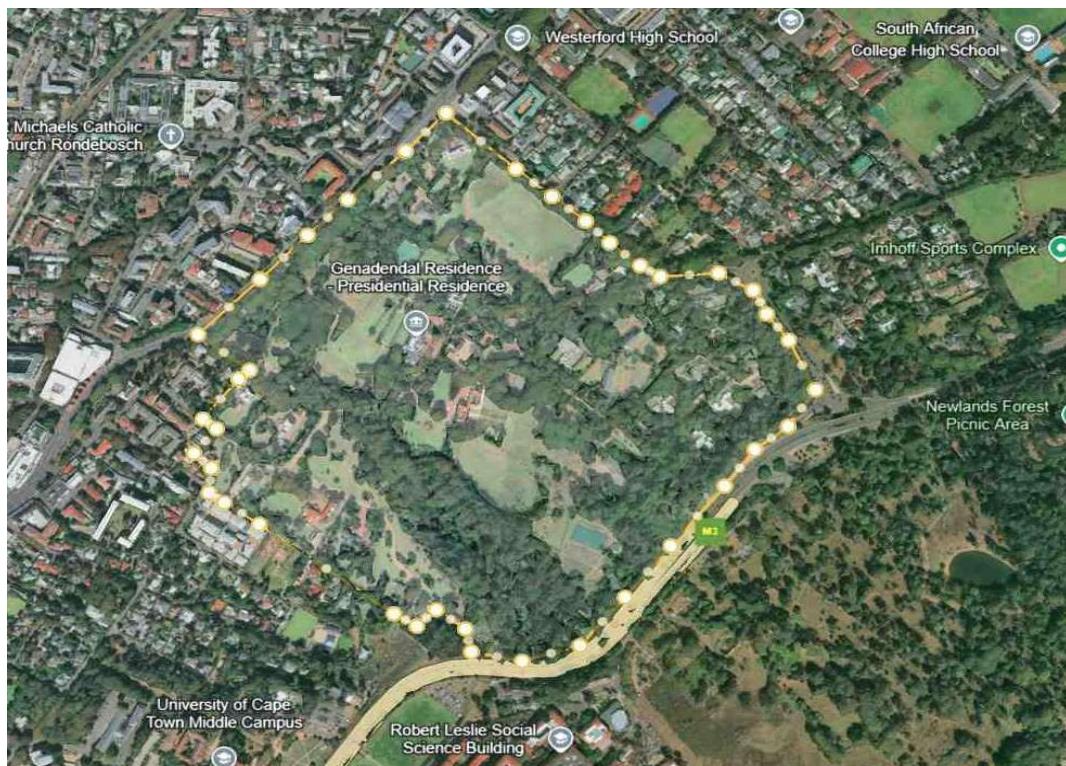
2. SITE LOCATION

The Groote Schuur Estate is situated at the western base of Devil's Peak along the Cape Peninsula. The Estate is approximately 5 hectares located in the southern suburb of Rondebosch. The Estate is bounded by the M3 (Union Avenue) and M4 (Main Road) on its western and eastern boundaries respectively, while the suburbs of Rosebank and Newlands lie to the north and south of the estate respectively.

Genadendal building (formerly Westbrooke) on the estate is the current Cape Town residence of the President of South Africa. The Groote Schuur building itself is now a museum, although it was the official Cape residence of the previous Prime Ministers and Presidents of South Africa between 1910 and 1994.

The Estate house the President of the Republic of South Africa, the Deputy President and Minister of the Cabinet. The property also accommodates various stakeholders that assists in the day-to-day operations of the Groote Schuur estate. Stakeholders are listed below:

- President Protection Services.
- South African Police Services.
- Department of Public Works and Infrastructure



The site is secured with a perimeter fence which has a primary and secondary fence around the entire site, the secondary fence a 2.4 m high clearview fence with the concrete plints. The primary fence in a galvanized palisade 3.4 m high with a concrete plint. The fencing has analog surveillance cameras that are monitored at the GSE monitoring room.

Access to the Estate is through 2 entrances named "Hotel 1 and Hotel 2, these provide access from the M3 highway and the M4 main road. There is also a contractors entrance which provides access to contracts working on site. The Presidents House "Genadendal" has 2 entrance and is fenced off with the property. The house has recently installed cameras that surveil the entire perimeter of the house including the Helipad located at the gardens of the property. The entrance are located on the north and south side of the property. The north entrance in not in use, only the south entrance is manned by the SAPS. The Deputy President is accommodated in "Highstead" which is also within the estate and has 1 security entrance located on the eastern side on the building. The entrance is manned by the SAPS.

The Estate also provides accommodation for the Ministers which occupy houses in estate on various streets. The Estate has a museum which is called the Groote Schuur Museum which was constructed in 1897 by Sir Herbert Baker an Architect for Cecil John Rhodes. A Large, ornate double-storey 'Cape Revival' mansion typical of Baker's work. Two offset rectangular wings, the main reception room wing having generous verandas front and back, the second wing, being more service orientated, is built around a small courtyard. A third - a long, single storey flanking wing - containing utility rooms,

serves as a retaining structure to the service wing. Baker's reworking of traditional Cape architectural elements is seen in full display here - ornate gables, moldings, twisted chimneys, large 'cottage pane' windows with solid-panel shutters, French doors, elaborate staircases and finely detailed and crafted Burmese teak interior joinery abound. Period elements from around the world reflecting early Colonial Architecture were acquired to create an 'authentic' Cape feel.

The Estate has offices, stores and workshops that provide support to the site on maintenance related work. This workshop area is administrated by the Department of Public Works and Infrastructure but being utilized by the Facilities Management contractor.

There is a nursery on the western side of the property which was used during a recent Civils project for the safekeeping of the plants. The fencing is overgrown with vegetation which would need to be raised to clear the line of site for the surveillance cameras. It should be noted that the site grounds which have lawn fully grown trees, shrubs and hedges are well maintained by the contractor.

3. CO-ORDINATION

The contractor shall be responsible for all work, including civil works. He/she shall be expected to clean up and make good the entire installation, including all trenches, wall chases and LV room.

The contractor shall ensure that during the execution of the project, the GSE Estate remains accessible to the Members of the Executive and the residents including their visitors. During the execution the contractor is to ensure that the sequencing of the works maintains the functionality of a guardhouse for the SAPS and the maintenance contractors to always access the Estate. The sequence must be demonstrated a Ghant chart that must be approved by all stakeholders.

Closure of guardhouse are to be coordinated with the SAPS, PPS & PSS prior to the commencement of construction activities. The Bidder will be responsible for decanting guardhouses and shall relocate the decanted items to an identified storage area to be determined by the DPWI.

4. TEST CERTIFICATES, INSPECTIONS AND COMMISSIONING

The following tests are to be carried out:

- (a) After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installations will be inspected, and the contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.

- (b) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- (c) Test reports of both tests as specified under (a) and (b) are to be submitted to the Client.

5. GUARANTEE AND MAINTENANCE

(a) General

- The Contractor shall guarantee the installations for a period of twelve months (12) after the first delivery has taken place.
- The Contractor shall maintain all installations in good working condition for the full twelfth month (12) period to the final delivery of the installation.

(b) Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the client may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

(c) Latent defects and failures to comply with specification

The client reserves the right to demand the replacement or making good by the Contractor at his own expense of any part of the Contract which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.

(d) Qualification by Bidder

Should any specified materials or equipment in the Bidder's opinion be of inferior quality, or be

unsuitably employed, rated or loaded, the Bidder shall prior to the submission of his tender advise the Client accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

(e) Maintenance

At quarterly intervals or as recommended by the manufacturer during the guarantee period of twelve months the Contractor shall adjust and maintain all installations and its ancillary equipment in proper working order.

- i. Grease and oil moving parts, where necessary and check the filter and, when necessary, clean the filter and replace filter oil as prescribed by the manufacturer
- ii. Test run the standby plant and ancillary equipment for a period recommended by the manufacturer.
- iii. Wipe down to inspect and report on any evidence of any fluid leaks or other defects.
- iv. Fill in the logbooks if and when required.

The cost of such inspections, maintenance, adjustments, repairs, etc., shall be included in the tender price, but the cost of renewing any part which may become worn through fair wear and tear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the equipment is not in working order, or not working satisfactory owing to faulty material, design or workmanship, the Contractor will be notified and immediate steps within twenty-four hours (24) shall be taken by him/her to rectify the defects and/or replace the affected parts on site at his own expense. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months (12), the contractor shall, if called upon by the client, at his own expense replace the whole or such parts thereof as the client may deem necessary with the equipment to be specified by the client.

6. OPERATING AND MAINTENANCE MANUALS, ETC.

The Contractor shall supply three (3) complete comprehensive sets of operating and maintenance manuals complete with schematic control diagrams and complete spare parts list.

The above manuals are to be handed to the authorized representative on completion of the installation.

The Contractor shall provide a schedule containing particulars and part numbers of all major components of the control circuitry to facilitate ordering of spares.

Bidders must give with their tender an assurance that spare parts for the plant offered by them as a whole are readily available within the Republic of South Africa and to state where these are available.

NOTE: Under no circumstances will first delivery be taken of the plant unless these requirements have been completed.

7. TRAINING OF CLIENT PERSONNEL

The Contractor shall undertake to train the Employer's operating and maintenance staff to be fully competent in the operation, maintenance and fault finding, replacement and repair of the equipment.

Before or on completion of the installation, when the system is in running order, the Contractor shall instruct operators in the operation of the system until they are fully conversant with the equipment and the handling thereof.

The operators training course must contain at least the functions, facilities and operation of the system on the different levels and shall include:

- (1) Description of the system.
- (2) Written operating instructions and procedures for all levels of control personnel,

The maintenance training course must contain all normal maintenance procedures and repairs to be done for everyday problems with the system.

All material included in the courses, shall be included in the operating and maintenance manuals.

The Contractor shall supply the Engineer with a proposed training course, one week prior to the commissioning of the system.

8. SUBMITTALS

Within one month of the receipt of appointment, the successful Bidder shall submit prints of each of the following drawings for approval:

- (a) Detailed design drawings for all disciplines pertaining to the project's Employer's Requirements and wiring diagrams of the plant and switchgear.
- (b) Schematic of the complete electrical systems and electronic systems.
- (c) The design of the control system to comply with the requirements for automations.
- (d) Dimensioned layouts indicating size and positions of the various required systems and structures in accordance with the Employer's Requirements.
- (e) Submission to the Department of Public Works & Infrastructure (DPWI) Sketch Plan Approval Committee for design and specifications approval.
- (f) Submission of the Security installation equipment specification to the South African Police Services (SAPS) for final approval.
- (g) Other submission shall be stated in the Contract document with the contractor expected to comply with the requirement as stipulated.

9. BROCHURES

Detailed brochures of all equipment offered shall be presented together with the contractor's documents during the design approval stage of the Contract.

10. DETAILED REQUIREMENTS REGARDING STAFF

The Contractor shall continuously ensure that all staff is knowledgeable, suitable and competent for the duties required of them.

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Full Names
- Proof of qualifications and
- CV with work experience on maintaining similar equipment system.

11. NOTES ON PRICING

- (a) All prices to be quoted in RSA currency ZAR only.

- (b) Prices must include all labour and any other project specific Preliminaries and General items.
- (c) Prices must allow for escalations in cost over the three-year contract period. No escalation will be considered in this Contract.
- (d) Note that any other item not listed in the Employer's Requirements but deemed necessary for the project shall be included in price but must be identified as additional

ANNEXURE P

SHE SPECIFICATION

ANNEXURE Q

CDC SHE FILE REQUIREMENTS

ANNEXURE Q: CDC SHE FILE REQUIREMENTS

COEGA DEVELOPMENT CORPORATION (Pty) Ltd

**PROJECT NAME: CAPE TOWN: GROOTE SCHUUR ESTATE REPAIRS AND
UPGRADES OF SECURITY INSTALLATIONS**

CONTRACT NO.: CDC/12/26

DEVELOPED FROM PROJECT SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATIONS

This form shall be amongst the returnable documents, and the Contractor will be required to submit 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	Notification of construction work submitted to the nearest Department of Employment and Labour Centre (DoELC) by the Principal Contractor – CR 4 in the form of Annexure 2	A copy of completed and signed Annexure 2 with construction work notification certificate from DoELC	Before commencement of construction work
2.3.2	Assignment of Construction Manager and Supervisor (CM & CS) for management and supervision of construction work, fulltime basis on site – CR 8(1) and CR 8(7)	Signed appointment and acceptance letter, profile, and copies of (ID, qualifications, short courses attended) registration with SACPCMP (where applicable)	
2.3.3	Assignment of Construction Health and Safety Officer or Manager (CHSO/M) to manage, assist in the control of all SHE related aspects on site – CR 8(5)	Signed appointment and acceptance letter, profile, copies of (ID, qualifications, short courses attended) registered with SACPCMP	
2.3.4	Construction work site Organogram	Designation and Names of Persons appointed to relevant Sections and Regulations of the Acts	

2.3.5	Assignment of Competent responsible persons as per project scope of work aligned with site organogram	Signed appointment and acceptance letter for relevant Sections and Regulations of relevant Legislations. Proof of competent certificates	
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. (Sole or J/V entity)	

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 Safety, Health and Environmental Plans (where applicable) – <ul style="list-style-type: none"> • Health and Safety Plan • Environmental Management Plan • Fall Protection Plan • Temporary Works plan • Demolition Plan • Emergency Preparedness and Response Plan • Training Plan 	Signed HSP specific to the Tender SHE Specifications	
2.3.10	Documents, Training, Records and Registers – CR 7(1)(b)	Prepared registers, documents and records as per Tender SHE Specifications	

2.3.11	Medical examinations of all employees specific to the work to be performed – pre, periodic 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	
2.3.12	Mandatory agreement entered between two parties - Section 37.2	Signed copy of mandatory agreement by the Client and Principal Contractor	
2.3.13	Prepared Health and Safety Site Specifications (HSSS) by the Client - CR 5(1)(b)	Signed copy of HSSS Specifications	
2.3.14	Prepared Baseline Risk Assessment (BRA) by the Client - CR 5(1)(a)	Signed copy of BRA specific to the project scope of work	
2.3.15	Drawing Designs	Approved drawing designs by the Authorities	
2.3.16	Appointment letters CR5(1)(k)	Signed appointment letters by Client and Principal Contractor	
2.3.17	Project Environmental Specification (PES) by the Client	Signed copy of PES Specifications	
2.3.18	SHE Bill of Quantities	Completed adequate provisions of SHE BoQ	
2.3.19	Prepared Environmental Method Statements as per project scope of work	Approved Method Statements as per SHE Specifications	
2.3.20	Prepared Safe Working Procedures as per project scope of work activities	Approved Safe Working Procedures as per SHE Specifications	

"NB" The above required documents shall be compliant to the Occupational Health and Safety Act and Regulations, Act (85 of 1993), National Environmental Management Act, Act (107 of 1998) and (Disaster Management Act, Act (57 of 2002) with relevant legislations.

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 _____ Principal Contractor have satisfied myself with the content of the OHSSS and shall ensure that the Contractors accountable under my administration will comply with all relevant obligations in respect thereof. I furthermore have fully included in my tendered rates or pricing (Bills of Quantities) for all resources and any other costs required for the interest of the OHSA fulfillment throughout the duration of the construction work and defects liability period.

Signature of Contractor

Date

ANNEXURE R

EPWP & NYS SPECIFICATIONS

EXPANDED PUBLIC WORKS SPECIFICATION

The following Specification is divided into the following compliance categories that must be fulfilled: -

1. EPWP NYS Specification
2. EPWP Reporting requirements
3. Project Steering Committee
4. Community Liaison Officer
5. DPW Projects Branding

CONTENTS

- SL 01 SCOPE
- SL 02 TERMINOLOGY AND DEFINITIONS
- SL 03 APPLICABLE LABOUR LAWS
- SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP
- SL 05 EMPLOYER'S RESPONSIBILITIES
- SL 06 TRAINING OF YOUTH PARTICIPANTS
- SL 07 YOUTH PARTICIPANTS SELECTION CRITERIA
- SL 08 PROVINSIONAL RATES OF PAY
- SL 09 PAYMENT OF TRAINING ON YOUTH PARTICIPANTS
- SL 10 PAYMENT DEDUCTIONS
- SL 11 PROFIT AND ATTENDANCE
- SL 12 PAYMENT OF TRAINING OFF AND ON-SITE
- SL 13 EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPENDS
- SL 14 PROVISION OF EPWP DESIGNED SAFETY CLOTHING
- SL 15 PROVISION OF SMALL TOOLS
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- SL 17 LIAISON WITH SERVICE PROVIDER/S
- SL 18 LOGISTICS FOR EXIT WORKSHOPS
- SL 19 EPWP REPORTING SYSTEM REQUIREMENTS
- SL 20 PROJECT STEERING COMMITTEE (CLO)
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- SL 22 CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR
- SL 23 CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLAUSES:
NATIONAL YOUTH SERVICE
- SL 24 CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLAUSES:
WORK OPPORTUNITIES
- SL 25 PROJECT BRANDING

SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work done on this project.

An accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance) conducts the training of the youth employed. The contracted Training Service Provider always provides the Contractor with an update on each youth that received training.

The Contractor will be required in both (training and on-site exposure) to employ all the youth for a minimum period of 9 - 12 months and not longer than 24 months in any five-year cycle. Furthermore, the Contractor available services of an adequately qualified foreman/ supervisor to act as their construction mentor for the duration of on-site training are required to specifically for EPWP NYS youth participants. The contractor employing youth in the programme may phase them throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed and trained in elementary occupations under the Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management under SPWP.

SL 02. TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

02.01.01 “**SPWP**” – Means Special Public Works Programmes under the Code of Good Practice that is gazetted by the Department of Labour to provide for special conditions of employment for the EPWP projects and participants.

02.01.02 “**EPWP**” – Expanded Public Works Programme under National Programmes of South Africa Government approved by the Cabinet.

02.01.03 “**NYS**” – Means National Youth Service that is a structured skills development programme aimed to capacitate youth.

SL 02.02 DEFINITIONS

02.02.1 **“Employer”** – means any Department employing Participants to work in elementary occupations on a SPWP.

02.02.2 **“Client”** – means the Department of Public Works.

02.02.3 **“Participants”** – a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP.

02.02.4 **“department”** – means any department of the State, implementing agent or contractor.

02.02.5 **“elementary occupation”** – means any occupation involving unskilled or semi-skilled work.

02.02.6 **“management”** – means any person employed by a department or implementing agency to administer or execute a SPWP.

02.02.7 **“task”** – means a fixed quantity of work.

02.02.8 **“task-based work”** – means work in which a Participant is paid a fixed rate for performing a task.

02.02.9 **“task-rated Participant”** – means a Participant paid based on the number of tasks completed.

02.02.10 **“time-rated Participant”** – means a Participant paid based on the length of time worked

02.02.11 **“Service Provider”** – means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 03. APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below, shall apply to works described in the scope of work that are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work that are undertaken by unskilled or semi-skilled Participants.

SL 04. EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 TERMS OF WORK

- 04.01.01 Participants on a SPWP employed on a temporary basis.
- 04.01.02 A Participant may NOT be in employ for longer than 24 months in any five-year cycle on a SPWP.
- 04.01.03 Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.02 NORMAL HOURS OF WORK

- 04.02.01 An employer may not set tasks or hours of work that require a Participant to work
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- 04.02.02 An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.
- 04.02.03 A task-rated Participant may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.
- 04.02.04 Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.03 MEAL BREAKS

- 04.03.01 A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 04.03.02 An employer and Participant may agree on longer meal breaks.
- 04.03.03 A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.
- 04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid based on time worked must be paid if the Participant is required to work or to be available for work during the meal break.

SL 04.04 DAILY REST PERIOD

Every Participant is entitled to a daily rest period of at least eight consecutive hours.

The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.05 WEEKLY REST PERIOD

Every Participant must have two days off every week. A Participant may only work on their day off to perform work which must be done without delay and cannot be performed by Participants during their ordinary hours of work ("emergency work").

SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.

04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.

04.06.03 A task-rated Participant who works on a public holiday must be paid -

(i) the Participants daily task rate, if the Participant works for less than four hours.

(ii) double the Participants daily task rate, if the Participant works for more than four hours.

04.06.04 A time-rated Participant who works on a public holiday must be paid -

(i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday.

(ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

SL 04.07 SICK LEAVE

04.07.01 Only Participants who work four or more days per week have the right to claim sick pay in terms of this clause.

04.07.02 A Participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the Participant has worked in terms of a contract.

04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.

04.07.04 Accumulated sick leave may not be transferred from one contract to another contract.

04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.

04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.

04.07.07 An employer must pay a Participant sick pay on the Participants usual payday.

04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant is –

- (i) absent from work for more than two consecutive days: or
- (ii) absent from work on more than two occasions in any eight-week period.

04.07.09 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

04.07.10 A Participant is not entitled to paid sick leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.08 MATERNITY LEAVE

04.08.01 A Participant may take up to four consecutive months' unpaid maternity leave.

04.08.02 A Participant is not entitled to any payment or employment-related benefits during maternity leave.

04.08.03 A Participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

04.08.04 A Participant is not required to take the full period of maternity leave. However, a Participant may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

(i) A Participant may begin maternity leave: -

- 1. four weeks before the expected date of birth; or on an earlier date.
- 2. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the Participant or that of her unborn child; or
- 3. if agreed to between employer and Participant; or
- 4. on a later date, if a medical practitioner, midwife or certified nurse has certified that the Participant is able to continue to work without endangering her health.

04.08.05 A Participant who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

04.08.06 A Participant who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.09 FAMILY RESPONSIBILITY LEAVE

04.09.01 Participants, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:-

- i. when the employee's child is born;
- ii. when the employee's child is sick;
- iii. in the event of the death of:-
 1. the employee's spouse or life partner
 2. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.10 STATEMENT OF CONDITIONS

04.10.01 An employer must give a Participant a statement containing the following details at the start of employment:-

- i. the employer's name and address and the name of the SPWP;
- ii. the tasks or job that the Participant is to perform;
- iii. the period for which the Participant is hired or, if this is not certain, the expected duration of the contract;
- iv. the Participants rate of pay and how this is to be calculated;
- v. the training that the Participant may be entitled to receive during the SPWP.

04.10.02 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

04.10.03 An employer must supply each Participant with a copy of the relevant conditions of employment contained in this specification.

04.10.04 An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.11 KEEPING RECORDS

04.11.01 Every employer must keep a written record of at least the following -

- i. The Participant/s employment contract;
- ii. Payments (proof of payments) made to each Participant.
- iii. Certified copy of an Identity Document
- iv. Signed monthly attendance registers
- v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
- vi. in the case of a time-rated Participant, the time worked by the Participant;

04.11.02 The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.12 PAYMENT

- 04.12.01 The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
- 04.12.02 Payment must be made through electronic fund transfer (EFT) into Participant bank account.
- 04.12.03 An employer must give a Participant the following information in writing -
 - i. the period for which payment is made;
 - ii. the number of tasks completed or hours worked;
 - iii. the Participants earnings;
 - iv. any money deducted from the payment;
 - v. the actual amount paid to the Participant.
- 04.12.04 After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.
- 04.12.05 If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

SL 04.13 DEDUCTIONS

- 04.13.01 An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.
- 04.13.02 An employer who deducts money from a Participants pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 04.13.03 An employer may not require or allow a Participant to:-
 - i. repay any payment except an overpayment previously made by the employer by mistake;
 - ii. state that the Participant received a greater amount of money than the employer actually paid to the Participant;

SL 04.14 HEALTH AND SAFETY

- 04.14.01 Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to in accordance to Occupational Safety and Health Act no 85 of 1993
- 04.14.02 A Participant must:

- i. work in a way that does not endanger his/her health and safety or that of any other person;
- ii. obey any health and safety instruction; in accordance to Occupational Safety and health Act no 85 of 1993
- iii. use any personal protective equipment or clothing issued by the employer;
- iv. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

04.14.03 Employers must conduct occupational medical examinational fitness test.

SL 04.15 COMPENSATION FOR INJURIES AND DISEASES

04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.

04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.

04.15.04 An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.

04.15.05 The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.16 TERMINATION

04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.

04.16.02 A Participant will not receive severance pay on termination.

04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

04.16.04 A Participant who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.17 CERTIFICATE OF SERVICE

04.17.01 On termination of employment, a Participant is entitled to a certificate stating:-

- i. the Participants full name;
- ii. the name and address of the employer;
- iii. the SPWP on which the Participant worked;
- iv. the work performed by the Participant;
- v. any training received by the Participant as part of the SPWP;
- vi. the period for which the Participant worked on the SPWP;
- vii. any other information agreed on by the employer and Participant.

SL 05. EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- 05.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- 05.05 ensure that all youth Participants are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- 05.08 provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.
- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and
- 05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

SL 06. TRAINING OF YOUTH PARTICIPANTS

SL 06.01 PREAMBLE

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes encourages:-

- 06.01.01 optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- 06.01.02 a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- 06.01.03 the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 07. YOUTH PARTICIPANTS SELECTION CRITERIA

The youth Participants of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP-NYS.

In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 80% of persons working on a programme not being from local communities.

Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

07.01 The proposed targets as set out in sub clauses should accommodate:-

- (i) 100% youth from 18 to 35 years of age;
- (ii) 60% women;
- (iii) 2% disabled.

SL 08. PROVINSIONAL RATES OF PAY

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line-item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to productive days' work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that day work will be at a contractor's cost remunerated within the required Building Industrial Councils rate of pay.

SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS

SL 09.01 (TARGET:- NUMBER OF YOUTH PARTICIPANTS)

09.01.01 Orientation and Life Skills

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the training is aligned with the construction works schedule and the demand for Participants.

09.01.02 TECHNICAL SKILLS TRAINING

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The

Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities elsewhere and or as semi-skilled labourers. Such training will comprise of an off-site theoretical and simulation theory regarded herein as component 1 that will be undertaken by accredited private and or public training institution. The training undertaken through public training institution will provide youth only with fees for once-off per subject level payment and stipends payments.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure on that learner ear-marked to return to site. The programme will consist of this on-site practical work regarded herein as component 2 under the supervision of the employer for the ear-marked youth. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for

travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND

Employment of youth Participants shall provide youth Participants with on and or off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP- NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.

The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR/S

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed by EPWP-NYS Office and will act as Participant Liaison Officer to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to reside within DPWI Offices in order to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site of Youth by Contractors.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

SL 017. LIAISON WITH SERVICE PROVIDER

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training. The cost to be claimed under tendered rate should be supported by meeting agenda/s and resolutions and or meeting minutes.

SL 018. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit

workshop events. The items range from catering, clothing, venue, hiring requirements and decoration and entertainment items, etc.

SL 019. EPWP REPORTING SYSTEM REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

SL 019.01 Certified copy of participants' id (not later than 3 months at the time of system enrolment),

SL 019.02 Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.

SL 019.03 The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.

SL 019.04 The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP participants.

SL 019.05 Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.

SL 019.06 The reported information must be accompanied by:-

1. Copies of ID (once off) when participants contracted,
2. Beneficiary Contract of Employment (once off),
3. Attendance registers (monthly) and
4. Proof of Payment (monthly)

SL 019.07 All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

SL 020. PROJECT STEERING COMMITTEE (PSC)

Each project shall have a Project Steering Committee (PSC) that shall consist of the following stakeholders:

- Department of National Public Works representative.
- Municipal representative.
- Community representatives.
- Client department representative.
- Main Contractor.

SL 020.01 Operating Procedures

The PSC shall oversee the following

- (a) The PSC will adhere to government legislation and policy guidelines which are relevant to enable it to execute its work. The Intermediary guidelines will also be adhered to e.g. procurement policies.
- (b) The meetings will be scheduled and will be held on agreed dates and times.
- (c) That targets set in terms of work opportunities are met.
- (d) That local labour is recruited according to agreed procedures and processes
- (e) Manage EPWP participant grievances.
- (f) Responsible for communication with local EPWP participants.

SL 020.02 Secretariat

The contractor shall appoint a Community Liaison Officer (CLO) who shall provide secretariat support to the PSC.

SL 20.03 PSC Meetings

The PSC shall meet once a month prior to the site meetings and report the resolutions at the Site Meeting.

SL 20.04 Funding of PSC

The activities of the PSC will be voluntary, and members would receive no remuneration for their time. The contractor may provide refreshments on the day of a meeting. It is thus important that community members of the PSC be drawn from the local area in order to avoid travelling costs.

SL 021. COMMUNITY LIAISON OFFICER (CLO)

SL 021.01 The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of a project.

SL 21.02 A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.

SL 21.03 The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

SL 21.04 Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

- a) Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
- b) Assisting in the procurement of materials from local resources, as required by the contractor,
- c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
- d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
- e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
- f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.
- g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications.
- h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
- i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
- j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

SL 022. CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR

The participants to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

**SL 023. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLUASES:
NATIONAL YOUTH SERVICE**

**EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED
PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS;
NATIONAL YOUTH SERVICE (NYS).**

The contractor shall comply with all the requirements as set out in the “Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)” as attached to these bills of quantities.

The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them elsewhere through accredited private or public institutions, all as per the aforementioned specification and as measured in these bills of quantities.

The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers.

The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers.

Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

**SL 024. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLUASES:
WORK OPPORTUNITIES**

**IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS
UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP): WORK
OPPORTUNITIES**

The Contractor shall comply with all the “Code of Good Practise for Employment and Conditions of Work for Special Public Works Programme” issued in terms of the “Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)” and the related “Ministerial

Determination", for the employment of locally employed and or temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP).

The contractor shall maintain daily records with regards to workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the guidelines for the implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

EPWP - EMPLOYMENT AGREEMENT

[Example]

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Address:

ID:

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within an EPWP project. During this contract you will undertake various tasks.

2. This contract must be in conjunction with the standard terms and conditions of employment applicable to a EPWP, a copy of which is attached.

3. The project where you will be employed is located at

4. The contract will start on

and end
on-----

5. You must be aware that this contract is a limited term contract and not a permanent job. Your minimum period will be 6 months and the contract may be terminated for one of the following reasons:
 - (a) Funding for the programme in your areas comes to an end.
 - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - (c) If you breach any of the terms and conditions of this contract.

6. Disciplinary:
You will be employed as a general labourer within the EPWP team.

7. While you are working you will report to

.....

8. Payment

You will be paid a fixed amount of R for a basis.

9. The contractor shall not be required to provide to local participants:

- holiday, leave, sick or severance pay;
- a pension or similar scheme;
- a medical aid or similar scheme.

10. Signatures

Signed on this day of 20.....

Contractor: Date:

Worker: Date:

Witness: Date:

ANNEXURE S

STATE SECURITY CLEARANCE REQUIREMENTS

**ALL COMPANY SCREENING REQUEST MUST BE
ACCOMPANIED BY THE FOLLOWING
CERTIFIED DOCUMENTS:**

1. SHORT COMPANY PROFILE
2. CERTIFIED COPIES OF: DIRECTORS, SHAREHOLDERS, TRUSTEES,
3. SOLE PROPRIETOR OR ID DOCUMENTS (only what is applicable to the type of entity)
4. STAFF ID (must come with company letterhead, stating who they are, where they going to work, who they contracted by and the name and id no's of the applicants and their certified copies (x2)(1x ssa/nia, 1x permit office)
5. SARS TAX CLEARENCE CERTIFICATE (valid one)
6. STAFF COMPLIMENT (basically who is doing what in the company (e.g. 2x machine operators, 1x cleaner))
7. CK1/CM29
8. BANKING DETAILS
9. AUDITORS DETAILS /ACCOUNTING FIRM
10. TRADE REFERENCE (previous work done)
11. HEALTH INSPECTOR'S CERTIFICATE (applicable to food companies)
12. PSIRA CERTIFICATE (security companies)
13. BEE COMPLIANCE (optional)
14. CIDB CERTIFICATE (construction companies)
15. REQUEST LETTERS / CONTRACT GUARENTEES
16. COPY OF CONTRACT RECEIVED (If tender is approved)
17. REQUESTING LETTER OF SERVICE PROVIDER (PWD, TEFLA, or if sub-contracting, from the MAIN contracting company)

CONTACT PERSONS AT

PERMIT OFFICE PARLIAMENT:

W/O E.M. VAN NIEKERK
W/O S. CHAMSEDDINE
SGT E. BLOM

021 403 3556/7

CONTACT NO:

**STATE SECURITY AGENCY
checklist**

Company Profile	Banking details
Director's ID	Auditors details
Staff ID(no 4 above)	Trade reference
Sars tax	Health
Staff Compliment	PSIRA
CK1 / CM 29	CIDB
Request letter	BEE certificate

Acceptance

We, the undersigned project members, have reviewed this document and approve its contents:

Name and Title	:	Project Manager: Liwalethu Mondi
Signature	:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><p>Digitally Signed by: Liwalethu Mondi <i>Project Manager</i> 72460610-66c2-4bec-814d-7ed438555c18 IP Address: 10.0.25.107 Date: 2026/01/22 2:36:41 PM</p></div>
Date	:	
Name and Title	:	Programme Executive: Tandile Ngxekana
Signature	:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><p>Digitally Signed by: Tandile Ngxekana <i>Executive Manager</i> fd38f5ed-3ec9-4149-8261-c49c69f53ccf IP Address: 10.0.36.168 Date: 2026/01/22 2:51:49 PM</p></div>
Date	:	