



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



Request for Proposal

**REQUEST FOR PROPOSALS (RFP) FOR THE
APPOINTMENT OF AN ENGINEERING,
PROCUREMENT AND CONSTRUCTION (EPC) /
TURNKEY CONTRACTOR FOR THE REPAIRS AND
PLANNED MAINTENANCE OF THE BERTRAM
MUSEUM AND ANNEX BUILDING FOR THE
DEPARTMENT OF SPORTS, ARTS AND CULTURE,
WESTERN CAPE, CAPE TOWN.**

Contract No.

CDC/13/26

23 JANUARY 2026

CLOSING DATE: 23 FEBRUARY 2026

Name of Tenderer: _____



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 : *REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF AN ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) / TURNKEY CONTRACTOR FOR THE REPAIRS AND PLANNED MAINTENANCE OF THE BERTRAM MUSEUM AND ANNEX BUILDING FOR THE DEPARTMENT OF SPORTS, ARTS AND CULTURE, WESTERN CAPE, CAPE TOWN.*

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DOCUMENT No. : CDC-DPWI-PLN-022-25

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date:	Name:	Name:	Name:
January 2026	Mabhelonke Puta	Liwalethu Mondli	Tandile Ngxekana
	Signature:	Signature:	Signature:

Distribution:	Potential Tenderer
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REVISION 1	Prepared by	Reviewed by	Approved by
Date:	Name:	Name:	Name:
22 Janu	Mabhelonke Puta	Liwalethu Mondli	Tandile Ngxekana
	Digitally Signed by: Mabhelonke Puta Project Manager 6acd227b-cf22-4d87-9dad-3df21f323e93 IP Address: 10.0.25.101 Date: 2026/01/23 9:28:55 AM	Digitally Signed by: Liwalethu Mondli Project Manager 72460610-66c2-4bec-814d-7ed4 IP Address: 10.0.99.131 Date: 2026/01/23 9:32:08 AM	Digitally Signed by: Tandile Ngxekana Executive Manager fd38f5ed-3ec9-4149-8261-c49c69f53ccf IP Address: 10.0.71.54 Date: 2026/01/23 9:33:09 AM

TENDER NOTICE & INVITATION TO TENDER

REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF AN ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) / TURNKEY CONTRACTOR FOR THE REPAIRS AND PLANNED MAINTENANCE OF THE BERTRAM MUSEUM AND ANNEX BUILDING FOR THE DEPARTMENT OF SPORTS, ARTS AND CULTURE, WESTERN CAPE, CAPE TOWN.

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 in 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 quality complex infrastructure and related projects throughout South Africa and selected markets on the African continent, and advisory on the development of industrialization and logistics zones. The CDC's advanced capabilities are successful enablers in economic zone development and management, real assets management, infrastructure planning and development for National, Provincial, Local Government Departments and State-owned Entities, technology integration while realising related socio-economic impact areas such as skills and SMME development. The foundational culture of the CDC's approach, backed by 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. These projects require various interventions, namely: the repairs and planned maintenance of the Bertram Museum and annex building for the Department of Sports, Arts and Culture, Western Cape, Cape Town.

INVITATION AND EMPLOYER'S REQUIREMENTS

The Coega Development Corporation (CDC) invites proposals from suitably qualified and well-experienced Turnkey Contractors for the repairs and planned maintenance of the Bertram Museum and annex building. The Contractors must have an active CIDB Contractor Grading designation of **6GB or higher** and a proven track record in working on Heritage Buildings, where decanting, designing, execution, commissioning, Handover, and close-out are undertaken. Contractors with a CIDB Contractor grading designation of **5GB PE** are not eligible to make submissions and will not be considered.

The project entails the delivery of a complete design–develop–construct–commission solution for the total upgrade of Bertram Museum and annex building, in accordance with heritage conservation principles and

statutory requirements.

The project is to be completed within **14 months**.

EMPLOYER'S REQUIREMENTS

Tenders are required to have relevant experience and knowledge in an EPC/Turnkey project, which will entail decanting, designing, execution, commissioning, Handover, and close-out.

The Employer's Requirements shall include the following activities, including but not limited to the below:

These requirements must be read in conjunction with **Annexure Q - Project Documentation**.

As part of the Employer's requirements, the EPC/Turnkey contractor needs to appoint all required professional service providers. Each Professional Service Providers (PSP) will be required to execute their scope of service as per their disciplines and respective professional council standard, with all duties, roles, responsibilities, and all required deliverables. Bidders are to price for professionally registered consultants in accordance with the tender document, to be administered in accordance with the relevant council gazette. Accordingly, the professional scope of services rendered by the PSP shall span from Stage 3 (Design Development) to Stage 7 (Close-Out), in alignment with the prescribed deliverables and governance gates outlined in the Framework for Infrastructure Delivery and Procurement Management (FIDPM) as below:

- (a) Review of existing project documentation
- (b) Design Development
- (c) Design Documentation
- (a) Construction works and monitoring
- (b) Handover
- (c) Defects Notification Period
- (d) Close Out

As part of the Employer's requirements, the project activities by the EPC/Turnkey Contractor will include EPC/Turnkey shall include the following activities, which include, but are not limited to, the below:

- (a) Documentation Review
- (b) Prescribed work as described in the Concept Report
- (a) Decanting. Please refer to **Annexure Q - Project Documentation** that includes Bertram House Museum and Annex Building Decanting Plan which pertains deinstallation, Packing, Transportation and Moving of Collection.

- (c) As-built drawings
- (d) Access and Parking
- (e) Storm Water infrastructure
- (f) Water infrastructure
- (g) Sewer infrastructure
- (h) Electrical Installation
- (i) Security Installation
- (j) ICT Installation
- (k) HVAC Services
- (l) FIRE Services
- (m) WET Services

Tenderer Obligations

The Tenderer 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.

Required Approvals

Once appointed, the successful Tenderer 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:

- (a) Safety, Health and Environmental Management Plans;
- (b) Agreed Project Execution Plan;
- (c) Human Resource Management Plan;
- (d) Third Party Approvals, such as the approvals from the Heritage Western Cape;
- (e) Department of Public Works and Infrastructure and
- (f) Local Authority



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) The Main Contractor must be registered with the Construction Industry Development Board (CIDB) and must have an **active 6GB or higher**. Potential Tenderers with CIDB Grade 5GB PE are not eligible to tender.
- (b) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
- (c) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered, for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, may result in disqualification or rejection of the bid.
- (d) Respondents must comply with the CDC's Procurement Policy & Procedures.
- (e) 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) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - (vi) Compensation for Occupational injuries and disease Act (130 of 1993);
 - (vii) NEMA National Environmental Management Act (107 of 1998);
 - (viii) Broad -Based Black Economic Empowerment Act Number 53 of 2003 (as amended by Act number 46 of 2013);
 - (ix) National Building Regulations and Building Standards Act (103 of 1977);
 - (x) City of Cape Town building by laws;
 - (xi) Disaster Management Act (57 of 2002);
 - (xii) Protection of Personal Information Act (Act No. 4 of 2013; and
 - (xiii) National Heritage Resources Act (25 of 1999) and

- (xiv) Any other applicable legislation.
- (f) The 80/20 preference point system will be used where points allocation will be as follows:
- Price – 80.00
- Specific goal – 20.00
- (g) Tenderers will be evaluated on functionality assessment and are expected to meet a minimum of 65 points to be evaluated further. The evaluation criteria for measuring functionality assessment and the weight of each criterion are provided in the RFP document.
- (h) Tenderers should submit their Proposals either as Joint Ventures (JVs), Consortia, or as single entities if they possess all the requisite skills in-house.
- (i) The Tenderers must provide all the required information to enable fair and equitable evaluation of submitted Tender. Failure to submit such information might render the Tender as being non-responsive and not to be considered further.
- (j) Tenderers must be VAT registered, and Tender must be submitted VAT inclusive. Non-VAT vendors who submit tenders 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 Tenderer submitting proof of registration as a VAT vendor with SARS;
- (k) Tenderers must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0...
- (l) CDC will only award the Tender to a Successful Tenderers who is tax compliant. The tax compliant status of the Tenderers will be verified through the CSD and South African Revenue Services (SARS) website.
- (m) The Successful tenderer will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) and Compensation for Occupational injuries and disease Act, Act (130 of 1993) and all relevant and applicable legislations. Upon appointment of the successful tenderer, it will be required to develop Occupational Health, Safety and Environmental Management Systems to comply 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 Tenderer 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.
- (n) A successful Tenderer (Contractor) will be required to provide valid proof of registration of the **Construction Health and Safety Officer (CHSO) with SACPCMP** upon award during construction phase, must have necessary competencies and resources to execute his or her duties. The CHSO

must have proven record of 2 years of experience or more. The CHSO will take full responsibility of managing and supervising safety, health and environment throughout the construction duration. No candidate registration will be accepted;

- (o) Upon award the successful Tenderer (Contractor) will be required to appoint a **Construction Health & Safety Agent** – Professional Construction Health & Safety Agent registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as PrCHSA with a minimum 10 years of experience. Candidate registrations will not be accepted;
- (p) **Upon award the successful Tenderer (Contractor) will be required to appoint a Landscape Architect** – must be a registered Professional Landscape Architect with the South African Council for the Landscape Architectural Profession (SACLAP). Minimum 5 years of experience post qualification in **heritage sensitive projects**. Candidate registrations will not be accepted;
- (q) In case of JVs/Consortia, the Tenderer 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 Tenderer upon completion of the procurement process;
- (r) In case of a JV award, the entity will be expected to provide valid proof of registration with the Compensation Fund or approved Licensed Insurer specified as the JV entity for a specific duration”
- (s) As per amended construction codes, All Generics entities and QSEs with less than 51% black ownership are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% black shareholding and EMEs with an annual turnover of R 3 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 Development Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 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 Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate would be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise.
- (t) 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;
- (u) The CDC will not award more than two active projects to one tenderer, unless one project has reached the 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended tenderer is the only responsive service provider and has already been awarded two contracts.
- (v) The performance of the Tenderers 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 Tenderer not being awarded future projects by the CDC as per the CDC Service Provider Performance Management System (SPPMS);

- (w) Tenderers and all its Consortium/JV members if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any tender to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.
- (x) Public servants are prohibited from conducting 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 by the CDC and Tenderers will be disqualified should they be found to be in contravention with this requirement.
- (y) Tenderers are required to have a design team with professionals' registered with the relevant professional bodies for the appropriate class of work.
- (z) The Tenderers must nominate a person who will be their Overall Project Team Leader. The Overall Project Team Leader (OPTL):
 - (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 OPTL 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 Tenderer; 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 TENDER Process.
 - (iv) Will be the sole point of contact between the CDC and the Tenderer 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.
- (aa) Any misrepresentation of information will lead to immediate disqualification of the Tenderer's Submission. 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.

- (bb) 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.
- (cc) Tenderers must complete and sign the POPI Act form. In case of Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed.
- (dd) Tenders must only be submitted on the tender document that is issued.
- (ee) The CDC may accept or reject the tender offer or may cancel the tender process and reject all tender offers at any time before the formation of a contract. The CDC shall not accept or incur any liability to Tenderers for such cancellation and/or rejection but will give written reasons for such action.
- (ff) Tender validity shall be **16 weeks** from the date of closure.

Collection of Documents

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 **Monday, 26 January 2026 at 10h00**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Tenderers are therefore required to ensure that they download the full pack with no missing pages.

Bid Communication

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 16 February 2026**. No new queries received **after 16 February 2026** will be responded to.

Briefing Meeting

A mandatory site briefing meeting will be held on **Monday, 02 February 2026, at 12h00** at the Bertram Museum Hiddingh Campus, Orange Street, Cape Town, South Africa. Latitude:33°55'50.002"S,Longitude: 18°24'49.000"E

Closing date and time

The closing date and time for the receipt of complete Tender documents is **Monday, 23 February 2026 at 12:00**. Documents are to be placed in the tender box at the **CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape Town, 8000**.

One original completed Tender document and one flash drive (with one electronic Priced Schedule (PS) shall be placed in a sealed envelope clearly marked: **"CDC/13/26 REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF AN ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) / TURNKEY CONTRACTOR FOR THE REPAIRS AND PLANNED MAINTENANCE OF THE BERTRAM**



MUSEUM AND ANNEX BUILDING FOR THE DEPARTMENT OF SPORTS, ARTS AND CULTURE, WESTERN CAPE, CAPE TOWN". All prospective Bidders must bring a valid form of identification to be present at the security desk to be allowed entry into the building.

Tenders 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.

Tenderers must ensure that all Tender 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 Tender 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 Tender 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 Tenderer 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.



TABLE OF CONTENTS

1.	LIST OF ACRONYMS AND ABBREVIATIONS	1
2.	INTRODUCTION.....	2
3.	THE INSTITUTIONAL ARRANGEMENTS	2
4.	PROJECT SITE & LOCATION.....	2
5.	HEALTH AND SAFETY	3
6.	CONDITIONS OF TENDER.....	3
	7.1 General Conditions	3
	7.2 Disqualification of Tenderer	4
7.	CONDITIONS OF THE CONTRACT	5
	8.1 Conditions of Contract	5
	8.2 Letter of Tender (form of offer and acceptance)	6
8.	TERMS OF REFERENCE	6
9.	TENDER EVALUATION CRITERIA.....	6
	10.1 Responsiveness Assessment	6
	10.2 Functionality Requirements	10
	10.3 Quantitative Assessment	19
	10.4 Qualitative Analysis.....	19
10.	COPYRIGHT	20
11.	CONFIDENTIALITY AND MEDIA PROTOCOL	20
12.	ANNEXURES	22

1. LIST OF ACRONYMS AND ABBREVIATIONS

B-BBEE	:	Broad-based Black Economic Empowerment
BS	:	British Standards
CDC	:	Coega Development Corporation
CIDB	:	Construction Industry Development Board
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 Bertram House and Annex building (Erf 95161 and Erf 95140) is situated at the top of Government Avenue in the centre of Cape Town. Bertram House is a house museum operated by Iziko and is the only remaining example of the English Georgian-style red-brick houses that were once common in Cape Town. The museum is said to have been built in around 1839 by English immigrant and notary John Barker, who named it in memory of his late wife, Ann Bertram Findlay, who had died in 1838. The building is 185 years old and is a Provincial Heritage Site (PHS).

The house museum has five rooms, each on the ground and first floor, which are fully furnished and decorated in the Georgian/ Regency style, and two large exhibition rooms.

The Annex building is a single-story building comprising a shop/open area, Kitchen, Office, Storage, Ablutions: Female, Male & Disabled, Entrance foyer, and External: Yard – roofed.

Bertram House and Annex buildings are heritage buildings, used by the Departments of Sports, Arts, and Culture, which require a fully operational facility that is free from defects.

3. THE INSTITUTIONAL ARRANGEMENTS

- (a) The CDC has been appointed by the Department of Public Works and infrastructure (DPWI) to provide Implementing Agency (IA) Services.
- (b) The CDC will conduct the procurement process with a view to soliciting an entity that will implement the Project, of which this RFP Process is part of.
- (c) Following the conclusion of the overall procurement process, the CDC will enter into a contract with the successful Tenderer, monitor its performance and carry out Contracts Management Processes.

4. PROJECT SITE & LOCATION

The Bertram House and Annex building site is located at the upper end of the company's Gardens. Bertram House is a house museum owned by the Department, operated by Iziko It is with vehicular access to the site, taking place from the west through the University of Cape Town's Hiddingh Campus, from Orange Street (at the intersection of Rheede Street). Government Avenue forms the eastern boundary and Orange Street the southern boundary. On the North of Bertram House is the UCT's Egyptian Building, and to the west, the UCT's Medical School building and Computer Laboratory, also known as Bertram Place. On the west end of the complex, the Michaelis School of Art building, refer to the site layout below for details.

Site Location: Bertram House Museum Latitude: 33°55'50.002"S, Longitude: 18°24'49.000"E

5. HEALTH AND SAFETY

The Tenderer will provide Safety, Health and Environmental documentation to the CDC for approval before commencing work on site. The Tenderer 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 (**Annexure N**).

The Tenderer 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 and appropriate Product Safety Standards. The Tenderer shall ensure that all their employees and their sub-Tenderer'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 Tenderer to all employees working on site. The Tenderer shall take steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees before resorting to PPE.

The Tenderer shall ensure materials and products used are suitable for the site and service conditions expected to be encountered. The Tenderer 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.

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.

7.1 General Conditions

7.1.1 Socio-Economic Transformation

The nature of the project will not cover the Socio-economic Transformation.

7.1.2 Safety, Health, Environmental & Quality Requirements

- (a) The Tenderers 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 57 of 2002
- iv. National Environmental Management Act (Act No. 107 of 1998) and Integrated
- v. Environmental Management Principles
- vi. National Water Act (Act No. 36 of 1998)
- vii. National Water Act: Regulations regarding the procedural requirements for Water
- viii. Use License Applications and Appeals
- ix. National Heritage Resources Act (Act No. 25 of 1999), and
- x. All the relevant and applicable legislation;
- xi. Building bylaws and regulations

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

7.1.3 Labour Issues During Construction

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

7.2 Disqualification of Tenderer

Prospective Tenderers, Tenderers or successful Tenderers will be disqualified immediately either:

- (a) During the tendering process;
- (b) During the tender evaluation process;
- (c) During the tender adjudication process;
- (d) After the tendering process has been concluded; or
- (e) During the execution of the contract if they are found to have conducted or committed any of the following:
 - (i) The tender 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 Tenderer;

- (iii) Tender/Proposal Document or any of the returnable either not signed or signed by another person other than the designated signatory, per Annexure C;
- (iv) Tenderers, Tenderer's representatives, associates, or shareholders that sought to influence adjudication process of this tender, or outcomes of the adjudication process, directly or indirectly;
- (v) Tenderer that failed to follow or observe the lines of communication that are prescribed in the Advert;
- (vi) Any Tenderer or its principals or both who have engaged in corrupt and fraudulent practices, not only with the CDC but anywhere else;
- (vii) The Tenderer has misrepresented information submitted;
- (viii) Collusion among Tenderers;
- (ix) The submission is late (as determined in this document);
- (x) The tender documents have been filled in pencil and/or have correction fluid markings; or not duly signed where changes are made;
- (xi) Tenderers appearing on National Treasury List of Restricted Suppliers; and
- (xii) Letter of Tender (form of offer and acceptance) not signed as required;
- (xiii) Tenderers who have pending liquidation, in receivership, bankrupt/insolvent (actually and commercially);
- (xiv) Tenderers who have poor or negative performance reports on previous projects.
- (f) 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 Tenderers will be disqualified should they be found to be in contravention with the regulations.
- (g) All the information as listed in Annexure D (Pricing Schedule) must:
 - (i) Form part of the Tenderer'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 initialled;
 - (iv) Where altered, be initialled; and
 - (v) Signed, completed by the duly authorised Tenderers Representative.

Failure to which would lead to disqualification of the Tenderer.

7. CONDITIONS OF THE CONTRACT

8.1 Conditions of Contract

The Conditions of Contract for EPC/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 Institute of Civil Engineering (Tel. 011 – 805 5947) or the South African Association of Consulting Engineers (Tel. 011 – 463 2022).

8.2 Letter of Tender (form of offer and acceptance)

- (a) Upon completing the Contract Price Schedule, the Tenderers must furnish the Letter of Tender, as the Form of Offer, for the decanting, designing, execution, commissioning, Handover, and close-out, which is included as Annexure F.
- (b) Upon completion of the procurement process for this RFP Process, the CDC will issue a Letter of Appointment to the successful Tenderer, as a Form of Acceptance.

8. TERMS OF REFERENCE

All proposals are to be submitted in a format specified in this enquiry. However, Tenderers 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 Tenderers will need to submit their proposed Implementation Programme for the duration of the contract.

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

9. TENDER EVALUATION CRITERIA

The tender evaluation process will consist of the following stages:

- (a) Responsiveness Assessment
- (b) Functionality Assessment
- (c) Quantitative Assessment
- (d) Qualitative Assessment

10.1 Responsiveness Assessment

The following criteria will be used in assessing the responsiveness of tenders: Tenders are required to comply with all the mandatory requirements, and failure to comply with and complete any of the mandatory requirements will result in submissions being deemed null and void and shall be considered “non-responsive.” and therefore, they will not be considered.

10.1.1 MANDATORY REQUIREMENTS

Table 1: Mandatory Requirements to be submitted

NO.	DESCRIPTION
1	Completed and signed Invitation to Tender (SBD1). (Annexure A). In tenders where Joint Venture/Consortium are involved, each party must submit a separate CSD number on SBD1 .
2	Completed and signed Tenderer's Disclosure Form (SBD4). In case of a Joint Venture / Consortium, a separate declaration of interest form in respect of each party to the JV must be completed and submitted (Annexure B).
3	Completed and Signed Certificate of Authority of Signatory to be signed by ALL TENDERING 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 a company resolution.
4	Signed letter of intent to enter into JV/Consortium to be signed by all parties.
5	Tenderer must be registered with the Construction Industry Development Board (CIDB) and must submit proof of an active CIDB grading of 6GB or higher. Emerging contractors with CIDB grading designation of 5GB PE are not eligible to make submission and will not be considered.
6	Completed and signed the 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.
7	<p>General Building Contractor:</p> <p>Demonstrated experience (past performance) in comparable projects (e.g., Heritage projects Work experience and Work Experience in heritage building. This criterion covers the experience and knowledge that the Tenderer has with working on other construction projects that are comparable in terms of type, complexity, size, value and construction durations.</p> <p>Tenderers are to provide details on one heritage related construction project with a minimum value of R 3 million that have been completed in the past 15 years.</p> <p>Tenderers MUST provide appointment letters, completion certificates and performance reports (all three documents must be submitted) from the previous employer or consultants that they have worked with. Details of contactable reference for a minimum of 1 (one) project listed are to be included.</p>

NO.	DESCRIPTION
8	Confirm availability of key personnel with relevant proof of professional registration (please provide a copy of registration certificate from the professional council for the respective discipline tendering for. Professionals who appear in multiple Tenders will lead to disqualification.
	(a) Architect (with Heritage experience) – Must be a registered Professional Architect (Pr Arch) with the South African Council for the Architectural Profession (SACAP). Architects with a proven track record and experience in dealing with Heritage buildings. Candidate registrations will not be accepted.
	(b) Electrical Engineer Services - Must be a registered Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA) as Pr Eng / Pr Tech Eng.with the Engineering Council of South Africa (ECSA)—Candidate registrations will not be accepted.
	(c) Quantity Surveying Services – Professional Quantity Surveyor registered with the South African Council for the Quantity Surveying Profession (SACQSP) as Pr QS. Candidate registrations will not be accepted.
	(d) Civil and Structural Engineering Services – Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA)— as Pr Eng / Pr Tech Eng .. Candidate registrations will not be accepted.
	(e) Mechanical Engineering Services - Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA) as Pr Eng / Pr Tech Eng. Candidate registrations will not be accepted.
9	Completed and signed Pricing Schedule must be submitted (ANNEXURE E) and tender amount or offered price transferred to the Letter of Tender (ANNEXURE F) and written in permanent ink and duly signed by the Tenderer. Copies of the priced activity schedule, alternatively scanned copies of the priced activity schedule 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 Tenderer. Should the Tenderer 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.

10.1.2 PROJECT SPECIFIC REQUIREMENTS/ ADDITIONAL INFORMATION

Table 2: Additional Information Required

NO.	DESCRIPTION	YES	NO
(1)	As per the 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). QSEs with at least a 51% 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 the case of a JV or Consortium, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of the member entities to confirm the type of enterprise. (Annexure J)		
(2)	Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022. (Annexure D)		
(3)	Tenderers must complete and sign the POPI Act consent form.		
(4)	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. 		
(5)	Tenderers must provide a Valid Compensation Fund letter of good standing. In case of Consortium or Joint Venture, The Tenderers forming the JV must provide a separate letter of good standing per entity.		

10.2 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 tenderers that score a minimum of **65 points** out of a possible 100 points shall be considered further and evaluated in terms of the Price and B-BBEE scoring components of the project.



FUNCTIONALITY SCORING CRITERIA

PART A – FUNCTIONALITY SCORING SCHEDULES

Table A1: Functionality Criteria for Contract No CDC/13/26

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Tenderers
1	Completeness and Quality of the Technical Proposal	The Tender needs to submit a complete Technical Proposal, including Heritage Architectural Elements to be repaired and planned maintenance for the Heritage Museum, which should include decanting, designing, execution, commissioning, Handover, and close-out methods to be adopted in implementing the Project. They should consist of Sections/Annexures covering Quality Management Plan, Risk Management Plan, Environmental Management Plan, Labour Management Plan, and Plan for Safety, Decanting Plan & Security Measures.	15	<p>A clear demonstration of the Tender's understanding of the project scope, objectives, and deliverables. Provide a detailed description of the proposed approach for the decanting, designing, execution, commissioning, Handover, and close-out . Provide a thorough methodology for ensuring quality, safety, and environmental compliance—detailed work breakdown structure (WBS), Quality management plan.</p> <ul style="list-style-type: none"> i. Inspection and testing procedures. ii. Certification and accreditation of the Tender's QA/QC systems. iii. Decanting processes
2	Completeness of the Milestone Schedule	The Milestone Schedule is to be complete with all key deliverables, with meaningful sequencing, reflecting resource allocation, and clearly indicating the assumptions made.	10	<p>Overall schedule is Clear, logical, and professionally presented. All major phases (e.g., design, decanting, construction, commissioning), close out and the Defects Notification Period (DNP) is identified with milestones. Breakdown of activities under each milestone for clarity. Clearly defined start and completion dates for each</p>

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Tenderers
				milestone and activities. Critical path activities and their dependencies identified.
3	Completeness, Experience and Skills Level of the Project Team	Professional Architect (with Heritage Experience)	5	CVs provided for each key team member, demonstrating Qualifications and Experience with a minimum of 4 years' experience post qualifications.
		Professional Structural and Civil Engineer	5	
		Professional Electrical Engineer	5	
		Professional Quantity Surveying	5	
		Professional Mechanical Engineer	5	
4	Track Record of previous projects of Heritage significance. (Please Note: "similar" does not necessarily refer to a Turnkey Project or EPC/Turnkey form of contract, but the nature of the work of a similar magnitude and level of complexity to the one in this TENDER) NB: Similar works relate to the Heritage significant projects.	Demonstrated experience and past performance in comparable projects (projects executed by various entities in the Tenderer team). The Tender should provide a list of at least 3 Heritage Significant projects that were implemented in the last 15 years. Each entity/ in the Project Team that is playing a leading role in a specific Discipline should provide its own list of projects with a brief description of the scope and contactable references per project.		Submission of contactable references for previous completed projects of similar scope or complexity. Tenderers to provide clear information on the project name, client, scope, and duration. Demonstrate ability to complete projects within scheduled timelines. Tenderers MUST provide an appointment letter, completion certificate, and performance reports/reference letter (provide scope, value, and completion date). Tenderers to provide details of at least three (3) projects for past completed Heritage Projects.
		Professional Architect Pr Arch (SACAP).(with Heritage Experience)	5	
		Professional Structural and Civil Engineer - Pr. Eng / Pr. Tech Eng (ECSA).	5	
		Professional Electrical Engineer Pr. Eng / Pr. Tech Eng (ECSA).-	5	
		Professional Quantity Surveying PrQS (SAQS).	5	
		Professional Electrical and Mechanical Engineer Pr. Eng / Pr. Tech Eng (ECSA).	5	



#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Tenderers
5	Local Presence: Office Location Lead Partner (Contractors and Professional Service Providers)	It is preferred if the Tenderers were to have well-established Offices in the proximity of the project, being Western Cape Province. Tenderers to submit proof of address.	5	The Tenderers must submit proof of office establishment as evidence to demonstrate locality. This should be a Lease Agreement / Municipal Bill / Title Deed (in the name of the Tenderer entity). Printed CSD, statement of account, and CIPC Registration document will not be considered as proof of locality.
6	Local SMME Participation	Tenderers to indicate their commitment for sub-contracting to QSEs / EMEs or complete Form K	5	Commitment to sub-contracting to QSEs / EMEs or complete Form K
7	Experience of construction management team	Tender to provide CVs as a minimum of the following personnel:	5	Construction Manager/Project Manager - CV demonstrating experience in managing construction projects. Site Agent - CV showing extensive site supervision experience construction projects. Foreman - CV indicating hands-on construction supervision experience on construction projects
		• Construction Manager	5	
		• Site Agent	5	
		• Foreman.	5	
TOTAL			100	

Table A2: - FUNCTIONALITY SCORING for Contract No CDC/13/26

#	FUNCTIONALITY CRITERIA	EVALUATION INDICATORS				
		NO RESPONSE 0%	POOR 25%	SATISFACTORY 50%	GOOD 75%	EXCELLENT 100%
1	<p>Completeness and Quality of the Technical Proposal</p> <p>Technical Proposal, clearly stating the approach on decanting, designing, execution, commissioning, Handover, and close-out method to be adopted in implementing the Project. They should include Sections/Annexures covering 1. Quality Management Plan (QMP), 2. Risk Management Plan, 3. Environmental Management Plan, 4. Labour Management, Plan, 5. Plan for Safety & Security Measures 6. Decanting plan</p>	Failed to provide information	<p>Very scanty on the approach to be adopted in implementing the project and includes only 3 of the 6 required Management Plans.</p> <p>1. Quality Management Plan(QMP), 2. Risk Management Plan, 3. Environmental Management Plan, 4. Labour Management, Plan, 5. Plan for Safety & Security</p>	<p>States the approach to be adopted in implementing the project but includes only 4 of the 6 required Management Plans (including QMP).</p> <p>1. Quality Management Plan(QMP), 2. Risk Management Plan, 3. Environmental Management Plan, 4. Labour Management, Plan, 5. Plan for Safety &</p>	<p>State clearly stating the approach to be adopted in implementing the project but includes only 5 of the 6 required Management Plans.</p> <p>1. Quality Management Plan(QMP), 2. Risk Management Plan, 3. Environmental Management Plan, 4. Labour Management, Plan, 5. Plan for Safety &</p>	<p>Complete, clearly stating the technical proposal to be adopted, and including designing, execution, commissioning, Handover, and close-out method & WBS, Quality Management Plan, Risk Management Plan, Environmental Management Plan, Labour Management Plan, Plan for Safety & Security Measures, and Decanting plan</p> <p>1. Quality Management Plan(QMP), 2. Risk Management Plan, 3. Environmental Management Plan, 4. Labour Management, Plan, 5. Plan for Safety &</p>



			Measures Decanting plan	Security Measures 6. Decanting plan	Security Measures 6. Decanting plan	Security Measures 6. Decanting plan	
2	Completeness of the Milestone Schedule		Failed to provide information	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. Schedule shows critical path.
3	Completeness, Experience and Skills Level of the Project Team	Architect	Failed to provide information	1 - 3 years' experience as an Architect post qualification.	4 - 6 years' experience as an Architect post qualification.	7 - 9 years' experience as an Architect post qualification.	10 and more than 10 years of experience as an Architect post-qualification
		Civil Engineer /Structural Engineering Technologist	Failed to provide information	1 - 3 years' experience as Civil/ Structural Engineer post qualification.	4 - 6 years' experience as Civil/ Structural Engineer post qualification.	7 - 9 years' experience as Civil/ Structural Engineer post qualification.	10 and more than 10 years' experience as a Civil/ Structural Engineer post qualification.
		Electrical Engineer	Failed to provide information	1 - 3 years' experience as an Electrical Engineer post qualification.	>3 - 6 years' experience as an Electrical Engineer post qualification.	>6 -10 years' experience as an Electrical Engineer post qualification.	More than 10 years of experience as an Electrical Engineer post-qualification.

		Mechanical Engineer	Failed to provide information	1 - 3 years' experience as a Mechanical Engineer post qualification.	>3 - 6 years' experience as a Mechanical Engineer post qualification.	>6 -10 years' experience as a Mechanical Engineer post qualification.	More than 10 years of experience as a Mechanical Engineer post-qualification.
		Quantity Surveyor	Failed to provide information	1 - 3 years' experience as a Quantity Surveyor post qualification	>3 - 6 years' experience as a Quantity Surveyor post qualification	>6 -10 years' experience as a Quantity Surveyor post qualification	More than 10 years of experience as a Quantity Surveyor post-qualification
4	Track Record of each entity for previous completed projects of Heritage significance.	Architect	Failed to provide information	1 – 2 similar projects	>2 – 4 similar projects	>4 – 6 similar projects	More than 6 similar projects
		Civil Engineer /Structural Engineering Technologist	Failed to provide information	1 – 2 similar projects	>2 – 4 similar projects	>4 – 6 similar projects	More than 6 similar projects
		Electrical Engineer	Failed to provide information	1 – 2 similar projects	>2 – 4 similar projects	>4 – 6 similar projects	More than 6 similar projects
		Mechanical Engineer	Failed to provide information	1 – 2 similar projects	>2 – 4 similar projects	>4 – 6 similar projects	More than 6 similar projects
		Quantity Surveyor	Failed to provide information	1 – 2 similar projects	>2 – 4 similar projects	>4 – 6 similar projects	More than 6 similar projects



5	Local Presence: Office Location for Main Contractor – The Tenderers must submit proof of office establishment as evidence to demonstrate locality. This should be a Lease Agreement / Municipal Bill / Title Deed (in the name of the Tendering entity). Printed CSD, statement of account, and CIPC Registration document will not be considered as proof of locality.		Failed to provide information	Outside Western Cape Province	From Western Cape Province – Garden Route and central Karoo District Municipalities	From Western Cape Province, Overberg, Cape Winelands, and West Coast District Municipalities	From City of Cape Town Metropolitan Municipality
6	Local SMME Participation		No Commitment to sub-contracting to QSEs / EMEs or failed to complete Form K -	Commitment to sub-contracting less than 35% to QSEs / EMEs (Percentage confirmed on Form K –	Commitment to sub-contracting 35% QSEs / EMEs (Percentage confirmed on Form K –	Commitment to sub-contracting more than 36% up to 38% QSEs / EMEs (Percentage confirmed on Form K –	Commitment to sub-contracting more than 38% but not more than 40% QSEs / EMEs (Percentage confirmed on Form K –
7	Experience of the Construction Management Team	Contract Project Manager/ Construction Manager	Provided but limited Experience	1 -3 years' experience as a Construction Manager/Project Manager.	>3 - 6 years' experience as Construction Manager/Project Manager.	>6 - 9 years' experience as Construction Manager/Project Manager.	More than 10 years of experience as a Construction Manager/Project Manager.



		Site Agent	Provided but limited Experience	1 -3 years' experience as Site Agent	>3 - 6 years' experience as Site Agent	>6 - 9 years' experience as Site Agent –	More than 10 years of experience as a Site Agent
		Foreman	Provided but limited Experience	1 -3 years' experience as a Foreman	>3 - 6 experience as a Foreman	>6 - 9 years' experience as a Foreman	More than 10 years of experience as a Foreman.

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 Tenderers is listed.

10.3 Quantitative Assessment

Tenders that achieve the minimum threshold for functionality will be evaluated further on Price and specific goals. Tenders will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. The 80:20 scoring system will be used.

Table 6: Allocation of Points

Area of Adjudication	Maximum Points
Tendered Price (S_P)	80.00
Specific goals (S_E)	20.00
Total Points (S)	100.00

PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

10.4 Qualitative Analysis

- Qualitative Assessment will be conducted on all the Tenderers that passed the functionality Assessment to ascertain other possible commercial risks pertaining to the Tenderer's capacity, past performance, and other risks.
- The performance reports of Tenderers that have previous exposure with CDC will be assessed to mitigate performance risks.
- The Tenderers will also be checked on the National Treasury Database of Restricted Suppliers as well as the National Treasury list of Tender Defaulters.
- The BOQ will be scrutinised to identify arithmetic errors and to compare the total tender offer with the cost estimate and the market-related price.
- The Tenderers will be assessed on their procurement integrity to establish whether the Tenderer or any of its directors been convicted of a corrupt or fraudulent act in competing



for or executing any contract, whether the Tenderer or any of its directors is currently government employees and whether there is conflict of interests and/or collusion.

- (f) Tenderer/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.

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 Tenderers in the media. In submitting the tender, a Tenderer 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

RETURNABLE SCHEDULES

List of Returnable Documents

12. ANNEXURES

ANNEXURE A	: SBD 1: INVITATION TO TENDER
ANNEXURE B	: SBD 4: TENDERER'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	: PARTICULAR CONDITIONS OF CONTRACT PART A
ANNEXURE H	: PARTICULAR CONDITIONS OF CONTRACT PART B
ANNEXURE I	: FORM K: PROTECTION OF PERSONAL INFORMATION: CONSENT FOR
ANNEXURE J	: SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
ANNEXURE K	: PROPOSED KEY PERSONNEL
ANNEXURE L	: SCHEDULE OF WORK - CURRENT & COMPLETED CONTRACTS
ANNEXURE M	: EMPLOYERS REQUIREMENTS / SPECIFICATION
ANNEXURE N	: HEALTH AND SAFETY SPECIFICATION
ANNEXURE O	: CDC SHE FILE REQUIREMENTS
ANNEXURE P	: EPWP SPECIFICATION
ANNEXURE Q	: PROJECT DOCUMENTATION



ANNEXURE A

SBD1: INVITATION TO TENDER

SBD 1**ANNEXURE A**
**PART A
INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
TENDER NUMBER:	CDC/13/26	CLOSING DATE:	23 FEBRUARY 2026	CLOSING TIME:	12:00H
DESCRIPTION	REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF AN ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) / TURNKEY CONTRACTOR FOR THE REPAIRS AND PLANNED MAINTENANCE OF THE BERTRAM MUSEUM AND ANNEX BUILDING FOR THE DEPARTMENT OF SPORTS, ARTS AND CULTURE, WESTERN CAPE, CAPE TOWN.				
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape Town, 8000					
TENDERING 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 TENDERER					
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 ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO TENDERING 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 TENDERING

1. TENDER 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 TENDER DOCUMENT.
1.3. THIS TENDER 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 TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
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 TENDERER 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 TENDER INVALID.

SIGNATURE OF TENDERER:

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

DATE:



ANNEXURE B

SBD 4: BIDDER'S DISCLOSURE

**SBD 4****BIDDER'S DISCLOSURE****ANNEXURE B****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to tender. 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 Tenderer 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 tender process.

2. TENDERER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the Tenderer 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 tendering for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying tender, 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 tender will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Tenderer has arrived at the accompanying tender 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 tendering.
- 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 tender, tendering with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 3.4 The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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



- 3.5 There have been no consultations, communications, agreements or arrangements made by the Tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the Tenderer was not involved in the drafting of the specifications or terms of reference for this tender.
- 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 TENDER 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 Tenderer



ANNEXURE C

AUTHORITY OF SIGNATORY

ANNEXURE C**AUTHORITY OF 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 Sole Proprietor	D 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 Number. **CDC/69/25** 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/69/25** 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.

C. Certificate for Sole Proprietor

I,, hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:



D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

.....

hereby authorise Mr/Ms to

acting in the capacity of, to
sign all to sign all documents in connection with this tender for Contract No **CDC/69/25** 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 tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

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 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 3.2. 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:

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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1 Contributor	20	
Level 2 Contributor	18	
Level 3 Contributor	14	
Level 4 Contributor	12	
Level 5 Contributor	8	
Level 6 Contributor	6	
Level 7 Contributor	4	
Level 8 Contributor	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

3.6. 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

T2.3 PRICING SCHEDULE

SHEQ Schedule					
ITEM	Refer	DESCRIPTION	QTY	UNIT	AMOUNT
1					
	1	Health and Safety: compliance to health and safety site specification			
	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	2	Environmental: compliance to project environmental specifications			
	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	

ANNEXURE E**T2 .3 PRICING SCHEDULE****Pricing Instruction:**

1. Original completed pricing Schedule 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), this is a **FIXED CONTRACT WITH NO VARIATION, ESCALATION AND ADJUSTMENTS**.
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 execution of the Works.
4. Tenderers' price offer will be all-inclusive of sundries, rates, taxes, unforeseen, levies for the execution of the works; this price is a **FIXED PRICE**.
5. Tenders' price MUST include all reviews done on the project documentation, all FIDPM stages from Stage 3 (Design Development) through to Stage 7 (Close-Out), and all items listed on the pricing schedule.

Pricing Schedule:

Pricing Schedule			
PHASE	DESCRIPTION	UNIT	AMOUNT
PHASE 1	Project Definition and Design		
1	Review of existing project documentation	Sum	
2	Design Development	Sum	
3	Design Documentation	Sum	
3	Applications and approvals (HWC, CDC , City of Cape Town & DPWI)	Sum	
4	Sub-Total 1		
PHASE 2	Project Execution		
1	Professional Service	Sum	
2	P & G's	Sum	
3	OHS	Sum	



4	Environmental	Sum	
5	Demolitions	Sum	
6	Decanting	Sum	
7	Builders work	Sum	
8	Civil & Structural Works	Sum	
9	Electrical Works	Sum	
10	Mechanical Works	Sum	
11	External work	Sum	
12	Commissioning and Testing	Sum	
	Sub-Total 2		
	Sub-Total 3 (Sub 1 + Sub 2)		
	Sub-Total 4		
PHASE 3	CLOSE OUT		
1	As Built Drawings	Sum	
2	Final Account	Sum	
3	Close-out Report	Sum	
	Sub-Total 5 (Phase 3 items + Sub-total 4)		
	VAT @15%	%	
Final Total		R	-

**TENDERER'S
NAME:** _____

TENDERER'S REPRESENTATIVE: _____

TENDERER'S SIGNATURE: _____

DATE: _____



ANNEXURE F

Agreement and Contract Data

LETTER OF TENDER (AS A FORM OF OFFER)

ANNEXURE F**LETTER OF TENDER (AS A FORM OF OFFER)****1.1. LETTER OF TENDER**

Contract Description: Contract No.: CDC/13/26 : **REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF AN ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) / TURNKEY CONTRACTOR FOR THE REPAIRS AND PLANNED MAINTENANCE OF THE BERTRAM MUSEUM AND ANNEX BUILDING FOR THE DEPARTMENT OF SPORTS, ARTS AND CULTURE, WESTERN CAPE, CAPE TOWN.**

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. I / 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 decanting, designing, execution, commissioning, Handover, and close-out 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 atendere 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 abovenamed 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 TENDERER:

ADDRESS:

.....

.....

NAME AND SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE:

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS):

ANNEXURE G

PARTICULAR CONDITIONS PART A – Contract Data

Particular Conditions Part A - Contract Data

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 EPC/TURNKEY Projects incorporating the "Errata to the FIDIC Conditions of Contract for EPC/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.	N/A

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	Address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000
1.1.76	Time to completion	14 Months, including designs and all required council and departmental approvals.
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: Cptenders@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: Cptenders@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 Contract	Care and Supply of Documents
1.14	Total liability of the Contractor to the Employer under or in connection with the Contract	Limitation of Liability: 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 the Contractor's gross negligence and wilful 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	<p>14 Days subject to the Contractor providing the Employer with:</p> <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:	<p>10% of the Contract Price until the date of the Taking-Over Certificate is issued in accordance with clause 10; and</p> <p>5% until the date the Performance Certificate is issued in accordance with clause 11.9</p>
4.3 Contractor's Representative		
4.3	Contractors Representative	<p>Name:</p> <p>_____</p>
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 is not permitted	None



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 – 17h30 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,

		<ul style="list-style-type: none"> 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 the interim payment certificate until the maximum cap is reached, up to 5% limit of the total contract value.
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 as 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) Amount of Insurance required for Museum Artifacts and assets.	(1) South African Special Risks Insurance Association (SASRIA) (2) R 25 million or such insurance provided by the Contract in excess of the stated value.
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 H

PARTICULAR CONDITIONS PART B – Contract Conditions

C1.3 Particular Conditions

The Particular Conditions are:

Clause No	Description
Sub-Clause 1.1	Sub-Clause 1.1 - Definitions
1.1.4	<i>Commencement Date</i> <i>The date as stated in the Employers Noticed issued under Sub-Clause 8.1[Commencement of Works]</i>
1.1.7	<i>Delete and Replace Sub-Clause 1.1.7 with the following:</i> "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.
1.1.8	Contract Agreement The Agreement entered by both Parties in accordance with Sub-Clause 1.6[Contract Agreement], including any annexed memoranda
1.1.27	<i>Add the following to Sub Clause 1.1.32:</i> "Employer" and "Client" shall be used interchangeably and shall be the Coega Development Corporation (Pty) Ltd
1.1.12	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.
1.1.62	<i>Delete and Replace Sub-Clause 1.1.62 with the following:</i> "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.
1.1.73	<i>Delete and Replace Sub-Clause 1.1.73 with the following:</i>

Clause No	Description
	"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.
1.1.78	<p>Variation</p> <p>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</p> <p>In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders; and "he", "his" and "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 decanting, designing, execution, commissioning, Handover, and close-out 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>



Clause No	Description
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 <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 J 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;

Clause No	Description
	<p>(b) the records under Sub-Clause 6.10 [Contractor's Records] and Sub-Clause 20.2.3[Contemporary records];</p> <p>(c) the publications (if any) named in the Employer's Requirements; the Contractor's Documents; and</p> <p>(d) Variations, Notices and other communications given under the Contract.</p> <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><i>Sub-Clause 1.11 – Confidentiality</i></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 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>

Clause No	Description
	<p>(a) was already in that Party's possession without an obligation of confidentiality before receipt from the other Party;</p> <p>(b) becomes generally available to the public through no breach of these Conditions; or</p> <p>(c) is lawfully obtained by the Party from a third party which is not bound by an obligation of confidentiality.</p>
Sub-Clause 2.3	<p>Employer's Personnel</p> <p><i>(i) Delete "and the Employer's other Contractors"</i></p> <p><i>(ii) 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> <p>(a) The award of claims in respect of extensions of time Sub-Clause 8.5</p> <p>(b) The issuing of Variation Orders, in terms of Sub-Clause 13.3.</p> <p>(c) The award of claims in respect of additional costs.</p>
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. 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> <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>

Clause No	Description
	<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> <p>(a) constitutes a Variation (or involves work that is already part of an existing Variation); or</p> <p>(b) does not comply with applicable Laws or will reduce the safety of the Works or is technically impossible</p> <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>Delete the second paragraph and replace with:</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>Delete the first paragraph of Clause 4.2.1</p> <p>Replace paragraph three with the following:</p> <p>“The Contractor shall deliver the Performance Security to the Employer within 28 days of the date of issue 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</p>

Clause No	Description
	<p>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> <p>Add the following to the end of Sub-Clause 4.2:</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	<p>Sub-Clause 4.3 Contractor’s Representative</p> <p>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.</p>

<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 its 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 PrTechni 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 Barricading 2. 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/ sleeves 6. Search for, expose, protect and backfill existing services 7. Testing of electrical installation 8. Decanting <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
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	<p>accordance with the appropriate codes of practice.</p> <ol style="list-style-type: none"> 2. Design calculations should the Employer's Agent request a copy thereof. 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. 4. "As-Built" drawings in AutoCAD electronic format after completion of the Works. <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> <ol style="list-style-type: none"> (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. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being
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	<p>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 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>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>
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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>Add the following after the last paragraph:</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 4.18	<p>Sub-Clause 4.18 – Protection of the Environment</p> <p>In the second paragraph delete the full stop and add "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 5.2	<p>Sub-Clause 5.2 – Contractor's Documents</p> <p>Add the following to the first sentence of the third paragraph:</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	Sub-Clause 6.2 – Rates of Wages and Conditions of Labour
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>

Clause No	Description
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>
Sub-Clause 8.1	<p>Sub-Clause 8.1 – Commencement of Work</p> <p>(i) <i>Delete and replace paragraph one with</i> “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>“(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>(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>(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>(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>(p) Resourcing of major activities and equipment, where resourcing is critical to the duration.</p> <p>(q) A logical and reasonable Work Breakdown Structure for the grouping of activities.</p> <p>(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>

Clause No	Description
	<p>(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>(t) Production rates for all items.</p> <p>Any other information as specified in the document to be provided by the Contractor.”</p>
Sub-Clause 8.5	<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,</p>



Clause No	Description
	<p>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	<p>Sub-Clause 8.8 – Delay Damages</p> <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.</p> <p>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 Damages shall not relieve the Contractor from the obligation to complete the Works, or</p>

Clause No	Description
	<p>from any other duties, obligations or responsibilities which the Contractor may have under or in connection with the Contract.</p> <p>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>



Clause No	Description
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>
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 Tenderers) 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>

Clause No	Description
	<p>(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);</p> <p>(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);</p> <p>(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;</p> <p>(iv) any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2 [Advance Payment];</p> <p>(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];</p> <p>(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];</p> <p>(vii) any amounts to be added for Provisional Sums under Sub-Clause 13.4 [Provisional Sums];</p> <p>(viii) Any amount to be added for release of Retention Money under Sub-Clause 14.9 [Release of Retention Money]</p> <p>(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</p> <p>(x) The deduction of amount previously paid by the Employer under Sub-Clause 14.7[Payment]</p>
Sub-Clause 14.7	<p>Sub-Clause 14.7– Payment</p> <p>Delete paragraphs (a), (b), (c) and the final paragraph and replace with:</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>Delete the second paragraph and replace with:</p>

Clause No	Description
	"These financing charges shall be at the rate as prescribed in terms of the Prescribed Rate of Interest Act No 55 of 1975."
Sub-Clause 14.11	Sub-Clause 14.11 – Final Statement Change "56 days" to "30 days"
Sub- Clause 15.2	Sub-Clause 15.2 – Termination for Contractor's Default Termination of the Contract under this Clause shall not prejudice any other rights of the Employer under the Contract or otherwise.
Sub-Clause 18.1	Sub-Clause 18.1 – Exceptional Event Under (c), add the following: "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".
Sub-Clause 20.1	Sub-Clause 20.1 – Claims A Claim may arise: (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; (b) if the Contractor considers that the Contractor is entitled to any additional payment from the Employer and/or to EOT; or (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. 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. 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

Clause No	Description
	<p>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>
<p>Sub-Clause 21.1</p>	<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 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</p>

Clause No	Description
	<p>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> <ul style="list-style-type: none"> (a) on the date the discharge shall have become, or deemed to have become, effective under Sub-Clause 14.12 (Discharge); or (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, <p>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> <ul style="list-style-type: none"> (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 (ii) the date that the Parties reach a final agreement on all matters (including payment) in connection with the termination whichever is earlier.

ANNEXURE I

PROTECTION OF PERSONAL INFORMATION: CONSENT

ANNEXURE I

ROTECTION 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 Tenderers 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 Tenderers for the purpose of evaluating and subsequently awarding/appointing a successful Tenderer.

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 tender, 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 Tenderer. 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, Tenderers 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 Tenderers in pursuit of procurement or other business-related activities. In this regard, the CDC requires that Tenderers 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 Tenderer (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. Tenderer's Obligations:
 - a) The Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer:

.....
Signature

.....
Date

.....
Position

.....
Name of the Tenderer



On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative

Form of Performance Security (Schedule 18)

PERFORMANCE SECURITY

For use with the General Conditions of Contract for EPC/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/13/26 REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF AN ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) / TURNKEY CONTRACTOR FOR THE REPAIRS AND PLANNED MAINTENANCE OF THE BERTRAM MUSEUM AND ANNEX BUILDING FOR THE DEPARTMENT OF SPORTS, ARTS AND CULTURE, WESTERN CAPE, CAPE TOWN.**

"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;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

-
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer 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.
- 9.9. 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)

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> Timeous, 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	
<i>Management:</i> Demonstration of sound and pro-active management practices that are geared towards the achievement of service/products required.	



Coega Development Corporation
Finance-Supply Chain Management



Coega SEZ and Port
Zone Development and Operations
ISO 9001: 2008 Clause 7.4
Supplier Evaluation

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

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 J

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

ANNEXURE J

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)
(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)**

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly 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 1998; (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)
 - o Black Youth % _____ %
 - o Black Disabled % _____ %
 - o Black Unemployed % _____ %
 - o Black People living in Rural areas % _____ %
 - o 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 this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

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

100% Black Owned	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)	

- 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.
- 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 K

PROPOSED KEY PERSONNEL



ANNEXURE K

PROPOSED KEY PERSONNEL

The Tenderer 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.** A curriculum vitae and proof of qualification of key personnel must be attached to this Tender Document. (also see Section B of Annexure L: "Specification" for details). A key person may not be nominated for two (2) or more competing Tenderers 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





1.

ANNEXURE L

SCHEDULE OF CURRENT CONTRACTS



ANNEXURE L

SCHEDULE OF WORK - CURRENT & COMPLETED CONTRACTS

The Tenderer shall submit as Company Experience, a schedule listing the company experience on similar current appointments and completed Heritage 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 tender. (also see Section B of Annexure M: "Specification" for details).

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

ANNEXURE M

EMPLOYERS' REQUIREMENTS/ SPECIFICATIONS

C2.1 Description of Works

Tenders are required to have relevant experience and knowledge in an EPC/Turnkey project, which will entail decanting, designing, execution, commissioning, Handover, and close-out.

The Employer's Requirements shall include the following activities, including but not limited to the below: These requirements must be read in conjunction with the Project Documentation (**Annexure Q**).

As part of the Employer's requirements, the EPC/Turnkey contractor needs to appoint all required professional service providers. All Professional service providers will be required to execute their scope of service as per their respective professional council standard, with all duties, roles, responsibilities, and all required deliverables. Bidders are to price for professionally registered consultants in accordance with the tender document, to be administered in accordance with the relevant council gazette. Accordingly, the scope of services rendered by the PSP shall span Stage 3 (Design Development) through to Stage 7 (Close-Out), in alignment with the prescribed deliverables and governance gates outlined in the FIDPM.

- (a) Review of existing project documentation
- (b) Design Development
- (c) Design Documentation
- (d) Works (Construction monitoring)
- (e) Handover works
- (f) Close Out

As part of the Employer's requirements, the EPC/Turnkey shall include the following activities, which include, but are not limited to, the below:

- (a) Documentation Review
- (b) Prescribed work as described in the Concept Report
- (c) As-built drawings
- (d) Decanting (refer to Project Documentation that includes Bertram House Museum Decanting Plan (Deinstallation, Packing, Transportation and Moving of Collection) (Annexure-Q).
- (e) Access and Parking
- (f) Storm Water infrastructure
- (g) Water infrastructure
- (h) Sewer infrastructure
- (i) Electrical Installation
- (j) Security Installation
- (k) ICT Installation
- (l) HVAC Services
- (m) FIRE Services
- (n) WET Services



ANNEXURE N

HEALTH AND SAFETY AND ENVIRONMENTAL AGREEMENT SPECIFICATION

ANNEXURE O

SHE FILE REQUIREMENTS



ANNEXURE P

EPWP SPECIFICATION SLA

ANNEXURE Q

PROJECT DOCUMENTATION