



CONTRACT No. CDC/207/25

**Appointment of a Turnkey Contractor for the Upgrade of
Civil Engineering Services at Lenz Military Base
Johannesburg**

CLOSING DATE: 22 July 2025

CLOSING TIME: 12H00

PREPARED FOR:

Coega Development Corporation (PTY) Ltd
145 Herbert Road, Eastwood
Arcadia
PRETORIA
0081

NAME OF BIDDER:

Document Classification: Public

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T1.1 TENDER NOTICE & INVITATION TO BID

CONTRACT NO. CDC/207/25

APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG

INVITATION TO TENDER

The Coega Development Corporation (CDC) is inviting well-experienced, capable, and competent Civil Engineering service providers with proven experience and track-record in the construction of Civil Engineering Services to submit their Proposals for the Appointment of a Turnkey Contractor for the Upgrade of Civil Engineering Services at Lenz Military Base in Lenasia Johannesburg.

This is an EPC/Turnkey Contract therefore the Bidders should submit their Proposals either as Joint Ventures (JVs), Consortia or as single entities if they possess all the requisite skills in-house. Bidders must be registered with the CIDB in the Civil Engineering (CE) class of works. Bidders must have an active **CIDB Grade of 7CE**. Potential Bidders with CIDB **Grade 6CE PE** are not eligible to bid.

The project is to be completed within **24 months including design period** from the Commencement Date.

SCOPE OF WORKS

The Scope of Work entails Upgrades of Civil Engineering services such as Water Reticulation, Fire, Bulk Water Supply, Sewer Reticulation, Bulk sewer, Stormwater Management and three (3) Pump Stations as outlined below:

1. Water Reticulation
 - a) Assessment of Existing Infrastructure: Evaluate the current water reticulation system to determine the condition and capacity limitations.
 - b) Design and Engineering Improvements: Develop engineering designs that incorporate modern materials and technologies to enhance efficiency.
 - c) Pipe Replacement and Installation: Replace outdated pipes with Unplasticized Polyvinyl Chloride (uPVC) or high-density polyethylene (HDPE) as required or any other suitable pipe as may be recommended by the bidder.
 - d) Flow Monitoring: Implement flow measurement devices to monitor usage and identify leaks.
 - e) Quality Control: Ensure compliance with local standards for water quality throughout the distribution system.

- f) Upgrade all isolation valves, old water metres, and all other water related structures as required.
 - g) Design, supply, and upgrade where applicable all fire water tanks, pumps, and associated piping & Fire Hydrants etc.
2. Secondary Main Water Supply
- a) Infrastructure Assessment: Analyse the existing bulk / secondary main water supply system's capabilities, including reservoir storages (Tanks), treatment facilities, and pumping stations.
 - b) Capacity Expansion: Design and implement upgrades to increase the overall capacity to meet future demands.
 - c) Storage Solutions: Evaluate and enhance water storage solutions, including additional tanks or reservoirs.
 - d) Pumping Upgrades: Upgrade existing pumping infrastructure to improve efficiency and reliability, including the installation of variable frequency drives (VFDs) for energy savings where possible.
3. Sewer Reticulation
- a) Network Evaluation: Assess the existing sewer reticulation system to identify bottlenecks and areas needing improvement.
 - b) Pipe Rehabilitation: Use trenchless technology where possible for rehabilitation of existing sewer pipes where applicable, minimising surface disruption.
 - c) New Installations: Install new sewer lines as per the updated design, ensuring adequate capacity for future growth.
4. Secondary Sewer Main
- a) Treatment Plant Analysis: Review and optimize the existing sewer treatment facilities to handle increased volumes and enhance treatment processes.
 - b) Infrastructure Design: Upgrade infrastructure to facilitate efficient transport of sewage to treatment plants, including pumping stations if necessary.
 - c) Regulatory Compliance: Ensure upgrades comply with environmental and health regulations, including effluent quality standards.
5. Three Pump Stations
- a) Site Assessment: Conduct a site assessment for the current conditions of the three (3) existing sewer pump stations.
 - b) Design and Specifications: Prepare detailed designs for the pump stations, including mechanical, electrical, and structural components.
 - c) Upgrades and Installation: Oversee the upgrades and installation of the pump stations, ensuring they are equipped with modern automation and monitoring systems.

- d) Testing and Commissioning: Perform comprehensive testing and commissioning of each pump station before being brought online
6. Stormwater Management
- a) Assessment of Current Systems: Assess existing stormwater management systems to determine current capacity and functioning.
 - b) Design Improvements: Create new designs for stormwater management features such as detention basins, swales, and permeable pavements.
 - c) Retention Solutions: Implement green infrastructure solutions to enhance stormwater retention and reduce runoff impact.
 - d) Clean existing channels and clear trees and rubble and strip & seal joints
7. Additional Recommended Scope Requirements
- a) Carry out all the required/necessary/desired Professional Engineering Services that are required to deliver successfully the Lenz Military Base Project where such services would be required at various stages of project implementation over the entire duration of the project.
 - b) Carry out design works as required for the successful completion of the project.
 - c) Get necessary approvals from the relevant authorities.
 - d) Produce all the required Specialist Deliverables (Reports, Drawings, etc.) that are required in this type of Project. The Design Report should, as a minimum, include the following:
 - (i) Develop a Detailed Bill of Quantities (BOQ);
 - (ii) Project Specifications;
 - e) Prepare Progress Reports in the format to be agreed with the CDC.
 - f) All quality inspections and approvals by suitable qualified professionals.
 - g) Prepare Close-out Report and As-built Drawings in the format to be prescribed by the CDC and Department of Public Works & Infrastructure (DPWI).
 - h) Apply for regulatory approvals before commencement of the works this includes all special permits required for Plant, Equipment, Personnel and security Clearance.
 - i) Carry out all the preparatory work for carrying out the construction activities for this type of project. These include, but not limited to, identification of Contractor's Site, Site Establishment, etc.)
 - j) Construction thereof the complete the repairs and renovations of the building and associated works, including procurement of required construction material, supply, delivery, storage and installation;
 - k) Develop work packages for SMMEs in collaboration with the CDC with a view to setting aside at least 35% of work to SMMEs as per the attached SMME Specification and provide mentorship.
 - l) Contractor to prepare monthly progress reports that cover, CIDB B.U.I.L.D Form, Programme, Cash-Flow, Milestone, and Statements for Interim Payments.

- m) Commission all the works, leading to the delivery of a complete and fully functional project.
- n) Training of the User-Client Department of Defence (DOD) personnel on the operations and maintenance of the Electrical and Mechanical components of the pump stations as required.
- o) Take necessary insurance to be able to attend to the defects during the Twenty-four (24) months Defects Notification Period (DNP).
- p) Provide detailed Close-out Report and As-Built Drawings in hard copy and soft copy format.
- q) Issue guarantees/warrantees for all equipment supplied and installed under the Contract. Equipment guarantees/warrantees shall only be acceptable when issued by the Original Equipment Manufacturer (OEM).
- r) Issue all Certificates of Compliance (COC) related to the works undertaken such as Fire, Electrical and Mechanical works.
- s) The site is susceptible to sinkholes owing to the dolomite-based ground formation. The bidder is advised to incorporate all requisite geotechnical investigations, tests, and safety precautions into their proposal.

Required Approvals

Once appointed, the successful Bidder will have to ensure that all the CDC and DPWI's statutory and regulatory approvals are in place and procedures implemented, prior to any construction activities commencing. These include, but are not limited to:

- 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:
 - (i) Department of Defence;
 - (ii) Department of Public Works
 - (iii) Local Authority
 - (iv) Security Clearance

CONDITIONS OF TENDER

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 CIDB Grade of 7CE**. Potential Bidders with **CIDB Grade 6CE PE** are not eligible to bid.
- b) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
- c) Bidders are required to have a valid and current CIDB registration on the date of closing and required to maintain this registration throughout the Tender Evaluation period. Failure to do so will invalidate the tender.
- d) The CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No. 36190 of 25 February 2013 is applicable to this project. Furthermore, the CIDB B.U.I.L.D Standard for Developing Skills Through Infrastructure Contracts (March 2023) shall also apply to this contract
- e) The CDC procurement policies and procedures shall apply;
- f) 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) The CIDB Act 38 of 2000;
 - (v) National Treasury Regulations.
 - (vi) The National Qualifications Framework Act (Act No. 67 of 2008);
 - (vii) The National Qualifications Framework Amendment Act (Act No. 12 of 2019);
 - (viii) The Skills Development Act (Act No. 97 of 1998);
 - (ix) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - (x) Compensation for Occupational injuries and disease Act (130 of 1993);
 - (xi) NEMA National Environmental Management Act (107 of 1998);
 - (xii) Disaster Management Act 57 of 2002

- (xiii) BBBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013); and
- (xiv) Any other applicable legislation.
- g) The **80/20** or **90/10** preference point system will be used where points allocation will be as follows:
- (i) Price – 80.00 or 90.00
 - (ii) Specific goal (B-BBEE Status level of Contribution) – 20.00 or 10.00
- Note: The lowest acceptable tender will determine which point systems will be used.**
- h) Bidders will be evaluated on functionality and are expected to meet the minimum of 70% threshold in order to be evaluated further. The evaluation criteria for assessing functionality and weight of each criterion are provided in the document;
- i) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses
- j) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In case of a JV, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of their entities to confirm the type of enterprise.
- k) 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;
- l) Proof of registration with Treasury's Centralized Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0;
- m) CDC will only award the tender to a bidder who is tax compliant. The tax compliance status of the bidders will be verified through CSD and SARS website. The prospective Bidders must ensure that they are Tax Compliant throughout the validity period of the bid.

- n) The CDC reserves the right, in its sole discretion, to reject any bid where it appears to the employer that the bidder does not comply with any of the requirements set out above.
- o) Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful Bidder submitting proof of registration as a VAT vendor with SARS;
- p) The CDC will not award more than two (2) active projects to one Bidder, unless one project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended Bidder is the only responsive service provider and has already been awarded two contracts;
- q) The performance of the Bidders on projects they have been awarded (past and current projects) shall be reviewed and evaluated on an on-going basis by the CDC Project Manager. Poor performance on awarded projects may result in a Bidder not being awarded future projects by the CDC as per the CDC Service Provider Performance Management System (SPPMS);
- r) Bidders must complete and sign the POPI Act consent form. In case of Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed;
- s) Public servants are prohibited from doing any form of business with organs of the state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and Bidders will be disqualified should they be found to be in contravention with the regulations. If the Bidder has been granted permission by Treasury, the letter must be provided with the bid document;
- t) Bidders are required to have a design team with professionals' registered with the relevant professional bodies for the appropriate class of work.
- u) The Bidders 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 Bidder; and
 - (5) Any correspondence during the Contract Execution Phase.
- (iii) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the **Certificate of Authority of Signatory** that should be included in the Proposal for this Tender Process.
 - (iv) Will be the sole point of contact between the CDC and the Bidder during this bidding process.
 - (v) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness.
- v) The successful Bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993), National Environmental Management Act, Act (107 of 1998) and Disaster Management Act, Act (57 of 2002) and, all relevant legislations throughout the duration of the contract. Upon appointment of the successful Bidder, will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance with the CDC Norms and Standards.
 - w) A successful Bidder (Contractor) will be required to provide valid proof of registration of the Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) with SACPCMP upon award during construction phase, must have necessary competencies and resources to execute his or her duties. The CHSO/M must have proven record of 5 years of experience or more. No candidate registration will be accepted.
 - x) In case of JVs/Consortia, the Bidder must include an Intent to Enter into a JV/Consortium Agreement. The actual copy of a complete and fully signed JV/Consortium Agreement would be required from the successful Bidder upon completion of the procurement process;
 - y) Any misrepresentation of information will lead to immediate disqualification of the Bidder and its Submission will be deemed as being null and void. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this TENDER and signs the submission as a correct and sound documentation that the CDC could put its reliance on.
 - z) Attendance of the Briefing Meeting by at least one member of the Company or JV/Consortium is compulsory. The attendance register will be used to confirm attendance. Submissions from Companies or JV/Consortium which did not attend the Compulsory Briefing Meeting will not be evaluated.



aa) The bids will be evaluated as follows:

- (i) Stage 1: Responsiveness Assessment,
- (ii) Stage 2: Functionality Assessment,
- (iii) Stage 3: Quantitative Assessment, and
- (iv) Stage 4: Qualitative Assessment.

bb) The bid validity period shall be **twelve (12) weeks** from the tender closing date.

cc) Tenders must only be submitted on the tender document that is issued.

Collection of Documents

The documentation for this RFP Process can be downloaded from the CDC's website: www.coega.com or the National Treasury e-tender portal & Gauteng Provincial tender bulletin from **Friday, 20 June 2025** at **10h00**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages. Potential bidders will be required to provide their email addresses in the system before downloading the documentation for correspondence purposes. Potential bidders must therefore ensure that the email addresses are correct

Bid Enquiries

All queries relating to this TENDER may be addressed to Ms. Zine Mtanda, Unit Head: Supply Chain Management strictly via e-mail: GPTenders@coega.co.za between the period of **20 June 2025 to 15 July 2025**. No new queries received **after the 15 July 2025** will be considered.

Compulsory Briefing Sessions

A **Compulsory Site Briefing Meeting** will be held at Lenz Military Base in Lenasia located at R558 on **Friday, 27 June 2025, at 11h00** where representatives from the Coega Development Corporation and DPWI will meet prospective Bidders. The GPS coordinates to the site are as follows: **Latitude 26°19'0.04"S** and **Longitude 27°49'19.59"E**, **Address: R558, Lenasia, 1827**. The briefing minutes will be shared with the bidders who have attended the briefing meeting and will also be published on the CDC website.

Attendance of the briefing session **is compulsory**. Failure to attend the briefing session will deem your bid non-responsive.



Closing Date and Submission

The closing date and time for the receipt of complete bid documents is **12h00, Tuesday, 22 July 2025**. **One original completed bid document and one flash drive** (with one electronic Priced Activity Schedule (PAS) shall be placed in a sealed envelope clearly marked: **“CDC/207/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG**. Documents are to be placed in the tender box at the **CDC Pretoria Office, No.145 Herbet Road, Eastwood, Arcadia, Pretoria**. Bids will be opened in public, and no late submissions will be considered.

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

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

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

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

T1.2 TENDER DATA

CONTRACT NO. CDC/207/25

APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG

Clause	Tender Data
C1.1	The Employer is: Coega Development Corporation (Pty) Ltd.
C1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>Tender Document Checklist</p> <p>T1.1 Invitation To Tender T1.2 Tender Data T.1.3 Functional Scoring Criteria</p> <p>PART T2: RETURNABLE SCHEDULES</p> <p>Schedule 1. Tender offer signature and authority of signatory Schedule 2. SBD 1 Form- Invitation to bid and SBD 4 Form- Bidder Disclosure Schedule 3. SBD 6.1 Form - Preference Points Claim Form (80:20) Schedule 4. Form K – EME/QSE CPG Declaration Schedule 5. Proof of CIDB Registration Schedule 6. Schedule of Work carried out by the Tenderer Schedule 7. Schedule of Current Contracts Schedule 8. Proposed Key Personnel Schedule 9. Schedule of Construction Plant and Equipment Schedule 10. Financial References Schedule 11. Proposed Construction Work Programme and Methodology Schedule 12. Record of Addenda to Tender Documents Schedule 13. Form L: Occupational Health and Safety Act Specifications Schedule 14. Records of Proposed Amendments to the Contract Documents</p>

	<p>PART C1: CONTRACT DATA</p> <p>C1.1 Form of Offer (Schedule 16) C1.2 Letter of Acceptance C1.3 Schedule of Deviations C1.4 Contract Agreement Form C1.5 Contract Data by the Employer C1.6 Contract Data by the Contractor (Schedule 17) C1.7 Performance Security (Pro- Forma) (Schedule 18) C1.8 Occupational Health and Safety Agreement C1.9 Insurance Undertaking (Pro- Forma) (Schedule 19)</p> <p>PART C2: PRICING DATA</p> <p>C2.1 Pricing Instructions C2.2 Summary Priced Activity Schedule (Schedule 20) C.2.3 Detailed Priced Activity Schedule (Schedule 21)</p> <p>PART C3: SCOPE OF WORK / EMPLOYERS REQUIREMENTS</p> <p>C3.1 – Employers Requirements C3.2 – Condition Assessment Reports C3.3 – Health and Safety & Environmental Specifications. C3.4 – Employment Relations Policy C3.5 – SMME Specification C3.6– Construction Labour Management Specification for Developing Skills Through Infrastructure Contracts Part C3.7 – CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in GG No. 36190 of 25 February 2013 Part C3.8 – CIDB B.U.I.L.D Standard for Developing Skills Through Infrastructure Contracts (March 2023)</p> <p>PART C4: SITE INFORMATION</p> <p>C4.1 Drawings</p>
	<p>Appendix: Annexures, Drawings, Reports, Schematics & Surveys</p>
<p>C.1.4</p>	<p>The Employer is: Name: Coega Development Corporation Address: 145 Herbert Road Eastwood, Arcadia</p>

	<p>Pretoria 0081 E-mail: gptenders@coega.co.za</p>
C.2.1	Each member/ Sub-Contractor to have a correct CIDB Grading for Construction-related Activities. The bidder is required to provide the list of all the class of works and the value for the related activities that will be done by Each member/ Sub-Contractor (also providing the name and the CIDB CRS Number of each entity).
C.2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Venue: Lenz Military Base in Lenasia Hall Latitude 26°19'0.04"S and Longitude 27°49'19.59"E Address: R558, Lenz Military Base, Lenasia, 1827 Date: 27 June 2025 Time: 11h00</p>
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original only.
C.2.13.9	Telephonic, telegraphic, telex, tippexed, or e-Mailed tender offers will not be accepted
C.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box Coega Development Corporation (Pty) Ltd.</p> <p>Physical address CDC Pretoria Office, 145 Herbert Road, Eastwood, Arcadia, Pretoria 0081</p> <p>Identification details: CDC/207/25</p>
	<p>Title of Tender APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG</p> <p>The closing date is 22 July 2025</p> <p>Time of the tender closure: 12:00</p> <p>Identification details: CDC/207/25 APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG</p>
C.2.16	The tender validity period shall be twelve (12) weeks.

C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.																					
C.2.19	Access shall be provided for the following inspections, tests, and analysis: Site Condition Assessment.																					
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond (Performance Security) to the format included in Section C1.7 Performance Security (Pro Forma) of this document.																					
C.3.4	Tender closing date is 22 July 2025 at 12:00.																					
C.3.11.1	<p>The CDC Procurement Policy shall apply the 80/20 or 90/10 preference point system, as per the Preferential Policy Framework Act 2000: Preferential Procurement Regulation 2022 is applicable for allocating points for price and points for preference. The allocation of preference points will apply as follows;</p> <p style="text-align: center;">TABLE 4: TENDER EVALUATION POINTS</p> <table border="1" data-bbox="480 1048 1426 1346"> <thead> <tr> <th>AREA OF EVALUATION</th> <th>MAXIMUM POINTS (80/20)</th> <th>MAXIMUM POINTS (90/10)</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>80</td> <td>90</td> </tr> <tr> <td>Specific Goals: B-BBEE Status Level Contribution</td> <td>20</td> <td>10</td> </tr> <tr> <td>Total Points (S)</td> <td>100</td> <td>100</td> </tr> </tbody> </table> <p style="text-align: center;">The formula to be used is as follows.</p> $Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right] \text{ or } Ps = 90 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$ <p style="text-align: center;">Where:</p> <p>PS = Points scored for comparative price of tender or offer under consideration.</p> <p>Pt = Comparative price of tender or offer under consideration; and</p> <p>Pmin = Comparative price of lowest acceptable tender or offer.</p> <table border="1" data-bbox="517 1805 1437 2018"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (80/20)</th> <th>Number of points (90/10)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> <td>10</td> </tr> <tr> <td>2</td> <td>18</td> <td>9</td> </tr> </tbody> </table>	AREA OF EVALUATION	MAXIMUM POINTS (80/20)	MAXIMUM POINTS (90/10)	Price	80	90	Specific Goals: B-BBEE Status Level Contribution	20	10	Total Points (S)	100	100	B-BBEE Status Level of Contributor	Number of points (80/20)	Number of points (90/10)	1	20	10	2	18	9
AREA OF EVALUATION	MAXIMUM POINTS (80/20)	MAXIMUM POINTS (90/10)																				
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1	20	10																				
2	18	9																				

		3	14	6
		4	12	5
		5	8	4
		6	6	3
		7	4	2
		8	2	1
		Non-compliance	0	0

C.3.13.1	<p>Tender offers will only be accepted if the following completed and original mandatory documents are supplied with the tender:</p> <p>MANDATORY REQUIREMENTS:</p> <p>The Main Contractor must be registered with the Construction Industry Development Board (CIDB) and must have an active CIDB Grade of 7CE or higher. Emerging contractors with CIDB grading designation of 6CE PE are not eligible to make submission and will not be considered</p> <p>Completed and signed Invitation to Bid (SBD 1). In bids where Joint Venture/Consortium are involved, each party must submit a separate CSD number on SBD1.</p> <p>Completed and signed Bidder's Disclosure Form (SBD 4). In case of a Joint Venture/Consortium, a separate Bidder's Disclosure Form in respect of each party to the Joint Venture must be completed and submitted</p> <p>Signed Letter of Intent to enter into Joint Venture/Consortium. To be signed by all parties (Where applicable).</p> <p>Completed and Signed Certificate of Authority of Signatory to be signed by ALL BIDDING ENTITIES and in case of a Joint Venture/Consortium the Authority of Lead Partner to sign JV/Consortium documents to be signed by all parties in the JV. Proof of authority to sign may be submitted in a form of company resolution.</p> <p>Completed and Signed Attendance Register at the mandatory briefing meeting. The attendance register must be completed in the name of the entity that will tender. One person cannot represent more than one company. Failure to attend the Compulsory Briefing Meeting will lead to the Bidder's elimination and the submission will not be evaluated further.</p> <p>Bidders are required to submit certified copies of original certificates of the project team as valid proof of professional registration with:</p>
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	<ul style="list-style-type: none"> • OPTL - Pr. Civil Engineer / Technologist • Civil Engineer - Pr. Eng / Pr. Tech Eng (ECSA) • SHE Agent – Pr. CHSA (SACPCMP) • Land Surveyor – Pr. LS (SAGC) <p>Only professional registration is required for the listed Disciplines, and no candidate registration will be accepted.</p> <p>A Nominated Professional may only be replaced with an individual of equal or higher qualifications and/or experience and only with written approval of the employer.</p> <p>One (1) nominated professional may not be nominated for more than one (1) bid. All bids with common nominated lead professional will be eliminated as this constitutes a conflict of interest.</p> <p>Completed and signed Pricing Schedule must be submitted (ANNEXURE RD-10) and tender amount or offered price transferred to the Form of Offer (ANNEXURE RD-1) and written in permanent ink and duly signed by the Bidder Copies of the priced activity schedule, alternatively scanned copies of the priced activity schedules are not acceptable and may result in disqualification. Any mistakes must be neatly crossed with one line and corrected rate written above it and initialized by the bidder. Should the bidder fail to price any item in the Pricing Schedule, it will be deemed non-responsive.</p>
	<p>ADDITIONAL INFORMATION REQUIRED.</p> <p>As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with annual turnover of above R 3 million are required to a B-BBEE verification certificate from SANAS accredited verification agency as they have to comply with 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempted from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. Please also refer to the B-BBEE Affidavit Template.</p>
	<p>Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.</p>
	<p>Bidders must complete and sign the POPI Act consent form. Joint ventures/ Consortium must provide a separate form in respect of each party to the JV. Supporting documents on project imperatives:</p>

	<p>(i) Plans for adhering, promoting, and managing safety, health and environmental issues before, during, and post the execution of the project.</p> <p>(ii) Plans for monitoring and applying quality assurance principles in the execution of the project.</p> <p>(iii) The tenderer must ensure compliance and adherence to the SMME Specification.</p> <p>(iv) Plans for addressing and complying with CDC SMME and socio-economic issues and deliverables (with specifics on numbers to be achieved).</p>
	<p>Bidders must provide a Valid Compensation Fund letter of good standing. In case of Consortium or Joint Venture, The bidder is to provide a letter of good standing as a registered Joint Venture Entity.</p>
	<p>Provide the following Functionality assessment documents;</p> <p>(i) Project specific Work Organisation Programme and Schedule Listing</p> <p>(ii) Project specific Methodology for executing the work, including key risk factors to be considered;</p> <p>(iii) Sub-contracting Method Statement that articulates the Tenderer's approach to the sourcing, appointment, contracting and quality monitoring of subcontractors;</p> <p>(iv) Details of construction projects with the highest value that have been completed in the past 5 years. Bidders MUST provide company profiles. Bidders MUST provide either completion certificates, performance report, reference letters from the previous employer or consultants or local authority that they have worked with to support/ verify the successfully completed projects.</p> <p>(v) Details of contactable references for each project listed are to be included. The completion certificates or performance reports or reference letters must have:</p> <ul style="list-style-type: none"> • Completion date, • Summary of scope, • Contract value and • Project description. <p>(vi) Organogram of key staff to be deployed to the project with Information that covers the level of qualifications and professional registration of key staff to be deployed to the project, (specific to the Civil Engineer, Contracts Manager, Site Agent, General Foreman). If copies of qualifications are not supplied, a score will not be allocated.</p>

	<p>(vii) Information that covers the level of experience and the positions held of the key staff (specific to the Civil Engineer, Contracts Manager, Site agent, General Foreman) in the form of a detailed CV. The CV must state the position held and year started and ended with each employer failing which no points will be allocated.</p> <p>(viii) Provide an organogram of key staff to be deployed to the project with information that covers the level of education and training and the positions held of the key staff /personnel (specific to the Civil Engineer, Contracts Manager, Site Agent, General Foremen in the form of a detailed CV. The CV must state the position held and year and month that employment with each employer commenced and ended, failing which no points will be allocated. Copies of qualifications and Professional or Trade registrations, where applicable, must be submitted. Submission of False information may be grounds for disqualification.</p> <p>(ix) Project specific Documented Quality Control System and Procedures. Include proof that the system is actually used on construction works projects, and that the system is audited.</p>
	<p>Bidders must complete and sign the POPI Act consent form. Joint ventures/ Consortium must provide a separate form in respect of each party to the JV. Supporting documents on project imperatives:</p> <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. (iii) The tenderer must ensure compliance and adherence to the SMME Specification. <p>Plans for addressing and complying with CDC SMME and socio-economic issues and deliverables (with specifics on numbers to be achieved).</p>
	<p>QUALITATIVE ASSESSMENT</p> <p>The Qualitative / Risk Assessment will be conducted on the responsive Tenderers who passed the quantitative assessment. The main aim of this assessment is to undertake a risk analysis to ascertain that there are no adverse risks in making an award to a particular Tenderer. The following criteria constitute “objective criteria” in terms of 2(f) of the Preferential Procurement Policy Framework Act, Act 5 of 2000, and will be used to pass over a Tenderer for consideration for award of a contract:</p> <ul style="list-style-type: none"> • Performance reports for previous projects:

	<p>Performance reports for projects previously undertaken by the contractor will be reviewed and those Tenderers with negative performance reports will be passed over. Where the Tenderer has previously undertaken work for CDC, internal reports will be obtained. Where these are inconclusive, external reports will be requested.</p> <ul style="list-style-type: none"> • Listing on the National Treasury Register of Tender Defaulters and/ or the National Treasury Register of Restricted Tenderers: Where a Bidder, or a director/ member of the Tenderer appears on either one of the National Treasury Registers, the Tenderer will be passed over. • Previous Contract terminated by an Organ of State in the last 5 years: Where a Bidder has had a contract terminated by an organ of state in the last five years on account of failure to perform or non-compliance with the contract, the Tenderer will be passed over. • Conviction for Fraud or Corruption: Where a Bidder or director/ member of the Tender has been convicted by a court of law for fraud and/ or corruption, the Tender will be passed over. • Inability to prove working capital: Where a bidder's Annual Financial Statements do not show the ability to provide the working capital necessary for the project and/ or the tenderer is insolvent, technically or otherwise.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one)



T1.3 FUNCTIONALITY SCORING CRITERIA

The following functionality scoring criteria shall apply to this tender:

TABLE A1: - FUNCTIONALITY CRITERIA SCORE

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
1	Completeness and Quality of the Technical Proposal	The Bidder needs to submit a complete Technical Proposal, Civil Engineering Elements to be upgraded, design principles and construction method to be adopted in implementing the Project. They should include Sections/Annexures covering Quality Management Plan, Risk Management Plan, Environmental Management Plan, Labour Management, Plan, and Plan for Safety & Security Measures.	20	A clear demonstration of the bidder's understanding of the project scope, objectives, and deliverables. Provide a detailed description of the proposed approach for the Design, Engineering, Procurement, Construction, and Commissioning. Provide a detailed methodology for ensuring quality, safety, and environmental compliance. Detailed work breakdown structure (WBS), Quality management plan. <ul style="list-style-type: none"> i. Inspection and testing procedures. ii. Certification and accreditation of the bidder's QA/QC systems. iii. Iso 9001 – 2015 Certified
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	Overall schedule is Clear, logical, and professionally presented. All major phases (e.g., design, procurement, construction, commissioning), close out and Defects Notification Period (DNP) identified with milestones. Breakdown of activities under each milestone for clarity. Clearly defined start and completion dates for each milestone and activities. Critical path activities and their dependencies identified.
3	Completeness of the Financial Proposal	The Financial Proposal / Schedule of Cost must be furnished in full, indicating all the assumptions made and considerations, supporting the tendered price.	5	Formal cover letter and a summarized financial overview. Detailed and itemized Bill of Quantities breakdown of costs (materials, labour, equipment, subcontractors, etc.). Proposed payment milestones and method (e.g., progress payments, milestones).



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#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
4	Completeness, Experience and Skills Level of the Project Team	<p>The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be Design Team lead by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. The organogram of the Project Team should be presented, indicating the Overall Project Team Leader (OPTL) and role to be played by each Key Team Member together with their CVs. As a minimum the Technical Team should comprise:</p> <ol style="list-style-type: none"> i. OPTL - Pr. Civil Engineer or Pr. Technologist with ECSA ii. Civil Engineer - Pr. Civil Engineer / Pr. Technologist with ECSA iii. SHE Agent – Pr. Construction Health & Safety Agent (SACPCMP) iv. Land Surveyor – Pr. Land Surveyor (SAGC) <p>to submit proof of registration with the relevant built environment council.</p>	15	<p>Clear organizational chart of the entire project team, indicating roles and reporting relationships. Design Team led by a Registered Professional (Pr. Civil Engineer/Technologist) with ECSA. CVs provided for each key team member, demonstrating Qualifications and Experience. Evidence of registration with the relevant built environment council for all applicable professionals (e.g., ECSA, SACPCMP, SAGC). Demonstrate experience of team members in similar Civil Engineering.</p>
5	Track Record of previous projects of similar nature (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 relates to the Professional Consultancy Services on Civil Engineering Services and Construction of Civil Engineering Works.	<p>Demonstrated experience and past performance in comparable projects (projects executed by various entities in the bidding team). The Bidder should provide a list of at least 3 similar projects that were implemented in the last 5 years. Each entity/ individual 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 scope and contactable references per project.</p> <ul style="list-style-type: none"> • Civil Engineer • Building Contractor with relevant experience in Civil Engineering construction projects 	15	<p>Submission of contactable references for previous completed projects of similar scope, size, or complexity. Bidders to provide clear information on project name, client, scope, size, duration and objectives. Demonstrate ability to complete projects within scheduled timelines.</p> <p>Bidders MUST provide appointment letter, completion certificate and performance reports/reference letter (provide scope, value and completion date).</p> <p>Bidders to provide details of at least three (3) projects for past completed Civil Engineering works. NB: if the bidder has similar works as a consultant or contractor, a pair of consultant work and construction work will count as one (1) (Bidder to provide Appointment letters, Completion Certificate and reference letter for Consultancy services)</p>



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#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
6	Local Presence: Office Location Lead Partner (Contractors and Professional Service Providers)	It is preferred if the Bidders were to have well-established Offices in the proximity of the project, being Gauteng Province. Bidders to submit proof of address.	10	The bidders 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 bidding entity). Printed CSD, statement of account and CIPC Registration document will not be considered as a proof of locality.
7	Local SMME Participation	Bidders to indicate sub-contract portion of the works. Bidders are encouraged to subcontract 35% of the value of the work to Local SME.	10	Submission of a formal statement or plan demonstrating commitment to working with local SMMEs. Identification of SMME packages within the scope to meet the 35% threshold, each package to include estimated value.
8	Experience of construction management team	Bidder to provide CVs as a minimum of the following personnel: <ul style="list-style-type: none"> • Contracts Manager • Site Agent • Safety Manager • Foreman 	15	Contracts Manager - CV demonstrating experience in managing construction contracts of similar scope and complexity, with relevant qualifications and certifications. Site Agent - CV showing extensive site supervision experience, familiarity with civil works, and relevant certifications. Safety Manager - CV confirming qualifications in health, safety, and environmental management (e.g., CHSM/ CHSA) with experience in construction safety oversight. Forman - CV indicating hands-on construction supervision experience on projects of similar nature, with relevant trade or technical certifications.
TOTAL			100	

See **IMPORTANT NOTES** below regarding Key personnel.

A Maximum of 100 Evaluation points will be awarded in respect to functionality scoring

A **Minimum of 70 %** of the total number of points will be required in order to be considered further.

- **Key Personnel** will be expected to be available for all site and other meetings (co-ordination and technical meetings) as the exigencies of this project require.
- Should it become necessary to replace or supplement any of the key personnel listed during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and only on approval by the Employer.
- Details of key personnel for this project must be included in Schedule 8: Proposed key Personnel (**T2 Tender Returnable Schedule 8**)

Table A2: - SCORING INDICATORS FOR THE CONTRACTOR'S FUNCTIONALITY CRITERIA

#	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 design principles and construction 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, and 5. Plan for Safety & Security Measures.</p>	Failed to provide information	Very scanty on the approach to be adopted in implementing the project and includes only 2 of the 5 required Management Plans.	States the approach to be adopted in implementing the project but includes only 3 of the 5 required Management Plans (including QMP).	State clearly stating the approach to be adopted in implementing the project but includes only 4 of the 5 required Management Plans. Either Contractor or Lead Designer having QMS- ISO 9001-2015 Certification.	<p>Complete, clearly stating the technical proposal to be adopted, and includes Engineering, Procurement, Construction, Commissioning & WBS, Quality Management Plan, Risk Management Plan, Environmental Management Plan, Labour Management Plan, Plan for Safety & Security Measures.</p> <p>Bidding entity - ISO 9001-2015 Certified.</p>
2	Completeness of the Milestone Schedule	Failed to provide information	Includes some key deliverables, sequencing not meaningful, resource	Includes all key deliverables, sequencing not meaningful, resource	Includes all key deliverables, sequencing meaningful, either	Complete, all key deliverables indicated, meaningful sequence, resource allocation



				allocation and assumptions either scanty or not included	allocation and assumptions not included	resource allocation or assumptions not included	included, and assumptions made clearly stated. Schedule shows critical path.	
3	Completeness of the Financial Proposal			Provided but line items not costed but total tendered price provided	Proposal includes basic cost information but lacks detail or transparency & does not reflect prices for all line items and prices for some line items appear not informed by detailed working, with no assumptions and no rationale provided	Proposal is generally complete with comprehensive cost breakdown; some minor issues in clarity or detail. Includes price for all line items but prices for some line items appear not informed by detailed working, with no assumptions and no rationale provided	Proposal is thorough, transparent, and well-documented; includes detailed breakdowns, assumptions, and supporting documents. Pricing rationale provided	Proposal is fully complete, transparent, and impeccably documented, facilitating precise evaluation. All required components fully addressed, supporting documents attached, and cost clarity is optimal.
4	Completeness, Experience and Skills Level of the Project Team	Overall Project Team Leader (OPTL)	5	Provided but limited Experience	5 - 6 years' experience as Project Manager for a similar project with a contract value greater than R 15m. Professional registration with the	7 - 8 years' experience as Project Manager for a similar project with a contract value greater than R 15m. Professional registration with the	9 - 10 years' experience as Project Manager for a similar project with a contract value greater than R 20m. Professional registration with the	More than 10 years' experience as Project Manager for a similar project with a contract value greater than R 15m. Professional registration

				relevant built environment council.	relevant built environment council.	relevant built environment council.	with the relevant built environment council.
	Civil Engineer / Civil Engineering Technologist	5	Failed to Provide information	5 - 6 years' experience as Civil Engineer for a similar project with a contract value greater than R 15m. NQF 6 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech	7 - 8 years' experience as Civil Engineer for a similar project with a contract value of greater than R 15m. NQF 6 – Registration with ECSA as Pr. Civil Eng or Pr. Tech	9 - 10 years' experience as Civil Engineer for a similar project with a contract value of greater than R 15m. NQF 7 – Registration with ECSA as Pr. Civil Eng or Pr. Tech	More than 10 years' experience as Civil Engineer for a similar project with a contract value greater than R 15m. NQF 7 – Registration with ECSA as Pr. Civil Eng or Pr. Tech
	SHE Agent	3	Provided but limited Experience	3 - 5 years' experience as SHE Agent for a similar project with a contract value greater than R 10 m. NQF 6 – Registration with SACPCMP as Pr. CHSA	6 - 8 years' experience as SHE Agent for a similar project with a contract value of greater than R 10 m. NQF 6 – Registration with SACPCMP as Pr. CHSA	9 - 10 years' experience as SHE Agent for a similar project with a contract value of greater than R 10 m. NQF 7 – Registration with SACPCMP as Pr. CHSA	More than 10 years' experience as SHE Agent for a similar project with a contract value greater than R 10 m. NQF 7 – Registration with SACPCMP as Pr. CHSA
	Land Surveyor	2	Provided but limited Experience	3 - 5 years' experience as Land Surveyor for a similar project with a contract value greater than R 10 m.	6 - 8 years' experience as Land Surveyor for a similar project with a contract value of greater than R 10 m.	9 - 10 years' experience as Land Surveyor for a similar project with a contract value of greater than R 10 m.	More than 10 years' experience as Land Surveyor for a similar project with a contract value greater than R 10 m.



								Professional registration with the relevant built environment council.
5	Track Record of previous projects of similar nature, limited to projects in the CE class of work as per CIDB with a contract value greater than R9m).		Less than or = 3 relevant projects	More than 3 – 5 relevant projects	More than 5 – 7 relevant projects	More than 7 – 9 relevant projects	More than 10 relevant projects	
6	Local Presence: Office Location for Main Contractor – The bidders 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 bidding entity). Printed CSD, statement of account and CIPC Registration document will not be considered as a proof of locality.		From Outside the Country	From other Provinces other than neighbouring Provinces and GP	From neighbouring Provinces (MP, FS, NW, L)	From Gauteng Province	From City of Johannesburg Municipality	
7	Local SMME Participation		No Commitment to sub-contracting to QSEs / EMEs or Failed to complete Form K -Schedule 4	Commitment to sub-contracting less than 35% to QSEs / EMEs (Percentage confirmed on Form K – Schedule 4	Commitment to sub-contracting 35% to QSEs / EMEs (Percentage confirmed on Form K – Schedule 4	Commitment to sub-contracting more than 35% up to 38% QSEs / EMEs (Percentage confirmed on Form K – Schedule 4	Commitment to sub-contracting more than 38% but not more than 40% QSEs / EMEs (Percentage confirmed on Form K – Schedule 4	

8	Experience of Construction management Team	Construction Manager	7,5	Provided but limited Experience	6 -7 years' experience as Contract Director / Construction Manager for a similar project with a contract value of greater than R 20m. NQF 6 –Candidate CM/CPM with SACPCMP	8 - 9 years' experience as Contract Director / Construction Manager for a similar project with a contract value greater than R 20m. NQF 6 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech or Pr. CM/CPM with SACPCMP	9 - 10 years' experience as Contract Director / Construction Manager for a similar project with a contract value greater than R 20m. NQF 7 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech or Pr. CM/CPM with SACPCMP	More than 10 years' experience as Contract Director / Construction Manager for a similar project with a contract value greater than R 20m. NQF 7 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech or Pr. CM/CPM with SACPCMP
		Site Agent	2,5	Provided but limited Experience	6 -7 years' experience as Site Agent for a similar project with a contract value of greater than R 20m. NQF 6 –Candidate CM/CPM with SACPCMP	8 - 9 years' experience as Site Agent for a similar project with a contract value greater than R 20m. NQF 6 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech or Pr. CM/CPM with SACPCMP	9 - 10 years' experience as Site Agent for a similar project with a contract value greater than R 20m. NQF 6 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech or Pr. CM/CPM with SACPCMP	More than 10 years' experience as Site Agent for a similar project with a contract value greater than R 20m. NQF 7 – Registration with ECSA as Pr. Civil Eng. or Pr. Tech or Pr. CM/CPM with SACPCMP
		Safety Manager	2,5	Provided but limited Experience	6 -7 years' experience as Health & Safety Officer for a similar project with a contract	8 - 9 years' experience as Health & Safety Manager for a similar project with a contract	9 - 10 years' experience Health & Safety Manager for a similar project with a contract	More than 10 years' experience as Health and Safety Manager for a similar project with a



					value of greater than R 20m.	value greater than R 20m.	value greater than R 20m.	contract value greater than R 20m.
		Foreman	2,5	Provided but limited Experience	6 -7 years' experience as a Foreman for a similar project with a contract value of greater than R 20m.	8 - 9 years' experience as a Foreman for a similar project with a contract value greater than R 20m.	9 - 10 years' experience as a Foreman for a similar project with a contract value greater than R 20m.	More than 10 years' experience as a Foreman for a similar project with a contract value greater than R 20m.
	TOTAL SCORE		100					

²See **IMPORTANT NOTES** below regarding Qualifications

The Bidders are to provide information that covers the level of qualifications, and competency (**Specific to Civil Engineer or Technologist, SHE Agent, Contracts Manager and Site Agent**). Please provide certified copies (must not be older than three (3) months from date of bid submission) of qualifications. If no copies of qualifications are supplied, no score will be allocated.

Please note below:

NQF 6: National Diploma and Advanced Certificate in Built Environment

NQF 7: Bachelor's Degree, Advanced Diplomas, Post Graduate Certificates and Bachelor of Technology in the Built Environment

NQF 8: Honour's Degree, Post Graduate Diploma

NQF 9: Masters Degree in Built Environment

NQF 10: Doctor's Degree in the Built Environment

Table 5: Indicators for the Scoring of Functionality Criteria

Note - Failure of bidders to reach a minimum score of 70 points, the bidder will not be considered for further evaluation.



Part T2: Returnable Documents
T2.1 List of returnable documents
T2.2 Returnable schedules



T2.1 List of returnable documents

1. Returnable Schedules required for tender evaluation and contracting purposes

All Returnable Schedules and supporting Documents are to be submitted with the bid

Schedule No	Schedule Description & Location	Tender Assessment Schedule	Contract Schedule	Check
Tender Schedules:				
Schedule 1.	Tender offer signature and authority of signatory /		Yes	<input type="checkbox"/>
Schedule 2.	FORM SBD 1 Invitation to Bid and Bidder Disclosure Form SBD4	Yes	Yes	<input type="checkbox"/>
Schedule 3.	FORM SDB 6.1 Preference points Claim		Yes	<input type="checkbox"/>
Schedule 4.	Form K – EME/QSE CPG Declaration		Yes	<input type="checkbox"/>
Schedule 5.	Proof of CIDB Registration		Yes	<input type="checkbox"/>
Schedule 6.	Schedule of Work carried out by the Tenderer	Yes		<input type="checkbox"/>
Schedule 7.	Schedule of Current Contracts	Yes		<input type="checkbox"/>
Schedule 8.	Proposed Key Personnel		Yes	<input type="checkbox"/>
Schedule 9.	Schedule of Construction Plant and	Yes		<input type="checkbox"/>
Schedule 10.	Financial References	Yes		<input type="checkbox"/>
Schedule 11.	Proposed Construction Work Programme and Methodology	Yes		<input type="checkbox"/>
Schedule 12.	Record of Addenda to Tender Documents	Yes		<input type="checkbox"/>
Schedule 13.	Form L: Occupational Health and Safety Act Specifications		Yes	<input type="checkbox"/>
Schedule 14.	Records of Proposed Amendments to the Contract Documents	Yes		<input type="checkbox"/>
Schedule 15.	Contractor's EME/QSE CPG plan		Yes	<input type="checkbox"/>
Contract Schedules:				



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Schedule 16.	C1.1 Form of Offer and Acceptance		Yes	<input type="checkbox"/>
Schedule 17.	C1.6 Contract Data Part Two: Data provided by the Contractor		Yes	<input type="checkbox"/>
Schedule 18.	C1.7 Performance Security Undertaking		Yes	<input type="checkbox"/>
Schedule 19.	C1.8 Insurance Undertaking		Yes	<input type="checkbox"/>
Schedule 20.	C2.2 Summary Pricing	Yes		<input type="checkbox"/>
Schedule 21.	C2.3 Detailed Priced Activity Schedule		Yes	<input type="checkbox"/>



SCHEDULE 1: Tender offer signature and authority of signatory Compulsory schedule

The purpose of this Schedule is:

- Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;
- Section 2: To establish the authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- **If the tendering entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule and leave Sections 2.2 and 2.3 blank.
- **If the tendering entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which the Client will use for any and all communication in regard to this tender.

Section 1: Official tender offer signature

THE TENDERING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
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NAME OF THE TENDERING ENTITY:

.....
 (Legally correct full name of the tendering entity)

Registration number of the tendering entity:

CONTACT DETAILS:

Physical & Postal Address:.....

 (Postal Code)

Telephone number:

Mobile number:

Email address:



Section 1 (continued...)

To simplify the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules, which in the past required separate signatures on each form, including the Form of Offer.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNL AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, hereby swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY A COMMISSIONER OF OATHS:

I certify that before administering the oath/solemn affirmation, I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of this declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead? ANSWER:
- 1.3 Do you consider this declaration to be binding on your conscience? ANSWER:

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document, inclusive of all declarations therein, which were sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.



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.....
SIGNATURE **FULL NAMES** (Commissioner of Oaths)

Designation (rank)ex officio: Republic of South Africa

Date:

Place

Address:

Commissioner's Stamp
--



Section 2: Authority of signatory

2.1: Resolution of the board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/JV/Consortium Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: **CDC/207/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG**

2. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).



2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/JV/Consortium Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: **CDC/207/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG**

	Full legally correct name of entity/JV Member	Registration No (if applicable)
1		
2		
3		
4		
5		



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6		
---	--	--

(Append a separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. **IMPORTANT:** This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
 2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
 3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.
2. **RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **CDC/207/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG**

	Full legally correct name of entity /JV Member	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
 (Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			



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5			
6			

(Append separate page if not enough space)

RESOLVED that:

A. The abovementioned entities submit a bid in consortium/ joint venture to the CDC in respect of the tender mentioned above.

B. *Mr/Mrs/Ms:

 in *his/her capacity as:
 (Position in the bidding consortium/joint venture)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

 (Consortium/Joint Venture name)

D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the CDC in respect of the tender mentioned above.

E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the CDC 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the CDC for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the CDC, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the CDC referred to herein.

G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the CDC in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).



SCHEDULE 2: SBD 1 Form -Invitation to Bid and SDB 4- Bidder's Disclosure

**SBD 1 FORM
 PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/207/25	CLOSING DATE:	22 July 2025	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Coega Development Corporation (Pty) Ltd					
145 Herbert Road					
Eastwood, Arcadia					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Zine Mtanda		CONTACT PERSON	Ms Zine Mtanda	
TELEPHONE NUMBER	-		TELEPHONE NUMBER		
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	GPTenders@coega.co.za		E-MAIL ADDRESS	GPTenders@coega.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



PART B
TERMS AND CONDITIONS FOR BIDDING

1. TENDER SUBMISSION:	
1.1.	TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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 BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: _____

NAME OF PERSON SIGNING: _____

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

DATE: _____



SBD 4- BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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



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

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

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

.....
Signature	Date
.....
Position	Name of bidder

SCHEDULE 3: PREFERENCE POINTS CLAIM FORM (80:20)

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
 - Y One-person business/sole propriety
 - Y Close corporation
 - Y Public Company
 - Y Personal Liability Company
 - Y (Pty) Limited
 - Y Non-Profit Company
 - Y State Owned Company
- [TICK APPLICABLE BOX]



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- 4.5. 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:



**SCHEDULE 4 FORM K: CONTRACT PARTICIPATION GOAL:
 EME / QSE Target Form**

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

The Tenderer is encouraged to commit to targeted works that can be performed by EMEs/QSEs as subcontractors. The EME/ QSE targeted CPG must be calculated in relation to every entity involved in the project as defined in the CDC SMME Specification document. No Functionality Points will be scored for a commitment that is less than 35%.

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

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

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

I/We tender the following targets of:

Exempted Micro-Enterprises (EMEs) / SMMEs Participation		
Participation	% Goal Tendered	Estimated RAND Value (R)
SMME Packages committed	%	R
Overall % Contract Participation Goal	%	R



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

Duly authorised to sign on behalf of: (name of tenderer)	:	

Name of Person signing	:	
------------------------	---	--

Signature	:	
-----------	---	--

Date	:	
------	---	--



SCHEDULE 5: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder shall affix to this page:

Written proof of registration with the CIDB in the required categories.

The classification of the Joint Venture, where and if applicable, shall be stated with all relevant information required. Refer to clause C.2.1 of the Tender Data.

Note:

The CDC will confirm active and validity of grading through the CIDB website. Bidders who's status are suspended, de-registered and expired, will be deemed non-responsive.



SCHEDULE 7: Schedule of Current Contracts

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

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



SCHEDULE 8: PROPOSED KEY PERSONNEL

The bidder shall list below the key personnel (including the first nominee and the second choice alternate), whom he proposes to employ on the contract should his offer be accepted, (FIDIC Silverbook 2017 Clause 4.3 and 6.12) both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

Curriculum Vitae of Key Personnel to be attached to this Bid Document.

DESIGNATION	NAME AND NATIONALITY OF:	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
Contractor's Representative (FIDIC Silverbook 2017 Clause 4.3)		
Overall Project Team Leader (OPTL)		
Civil Engineer		
SHE Agent		
Land Surveyor		
Contracts Manager		
Site Agent		
Foreman		

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)



CURRICULUM VITAE FORMAT OF KEY PERSONNEL

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

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

PROPOSED POSITION OF KEY PERSON: CONTRACTOR’S REPRESENTATIVE

Certification:

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

SIGNATURE DATE:.....
(Of person named in the schedule)

SIGNATURE: DATE:.....

PROPOSED POSITION OF KEY PERSON: CIVIL ENGINEER

Certification:

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

SIGNATURE DATE:.....
(Of person named in the schedule)



SIGNATURE: DATE:.....

PROPOSED POSITION OF KEY PERSON: CONSTRUCTION MANAGER

Certification:

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

SIGNATURE: DATE:
(Of person named in the schedule)

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: SITE AGENT

Certification:

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

SIGNATURE: DATE:
(Of person named in the schedule)

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: FOREMAN

Certification:

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

SIGNATURE: DATE:
(Of person named in the schedule)

SIGNATURE: DATE:



SCHEDULE 9: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT

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

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

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE	WET RATE/HR

Attach additional pages if more space is required

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED		
		WET RATE/HR	HIRE/BUY	SOURCE

Attach additional pages if more space is required

SIGNATURE: DATE:



SCHEDULE 10: FINANCIAL REFERENCES

Financial Statements

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

Bank Details

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

DESCRIPTION OF BANK	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	()
Email:	
Account Number	

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)



SCHEDULE 11 PROPOSED WORK PROGRAMME AND METHODOLOGY

The bidder shall affix to this page:

Its proposed programme and methodology indicating as a minimum:

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



SCHEDULE 12 RECORDS OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

SIGNATURE: DATE:
(of the person authorised to sign on behalf of the Tenderer)

SCHEDULE 13: FORM L: Occupational Health, Safety and Environmental Requirements

HEALTH, SAFETY AND ENVIRONMENTAL PROJECT MOBILIZING REQUIREMENTS FOR CONSTRUCTION WORK

ANNEXURE A

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

OHSSS Item No.	OHSSS Requirement	OHSA Requirement	Submission Date
2.3.1	Application for construction work permit or Notification submitted to the Department of Employment and Labour – CR 3 or 4	A copy of completed Annexure 1 or 2 with signed permit or notification certificate from DoEL	Before commencement of construction work.
2.3.2	Assignment of Construction Manager (CM) for management and supervision of construction work – CR 8(1)	Signed appointment letter, CM's profile, and certified copy of (ID, qualifications, short courses attended)	
2.3.3	Assignment of time Construction Health and Safety Officer (CHSO/CHSM) to assist in the control of all SHE related aspects on site – CR 8(5)	Signed appointment letter, CHSO CV, SACPCMP Registration as CHSO/CHSM, certified copy of (ID, qualifications).	
2.3.4	Construction work site Organogram	Designation and Names of Persons appointed to relevant Regulations	
2.3.5	Assignment of Competent Responsible Persons as per project scope of work	<ul style="list-style-type: none"> • Designation and Names of Persons appointed for relevant Section and Regulation of relevant Legislations. • Proof of competent certificates 	
2.3.6	Registration with Compensation Fund or approved License Insurer in terms of Occupational Injuries and Diseases Act, Act (130 of 1993)	Valid proof of letter of good standing	
2.3.7	Prepared SHE Policies – Section 7	Signed SHE policies as per Tender SHE Specifications	
2.3.8	Prepared Baseline Risk Assessment (BRA) – Hazard Identification and Risk Assessment – CR 9(1)	Signed BRA specific to the project scope of work	



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2.3.9	Prepared Method Statements	Signed method statements as per Tender SHE Specifications	
2.3.10	Prepared Health and Safety Plan (HSP) - CR 7(1)(a)	Signed HSP specific to the Tender SHE Specifications	
2.3.11	Documents, Records and Registers – CR 7(1)(b)	Prepared registers, documents and records as per Tender SHE Specifications	
2.3.12	Medical examinations of all employees specific to the work to be performed – pre and exits - CR 7(1)(g)	Proof of valid medical certificates issued by Occupational Health Practitioner with completed Annexure 3 and copies of employees' ID	
2.3.13	Mandatory agreement entered between two parties - Section 37.2	Signed copy of mandatory agreement by the Client and Principal Contractor	
2.3.14	Prepared SHE Site Specifications by the Client Representative - CR 5(1)(b)	Signed copies of SHE Specifications	
<p>Abbreviations: SHE: Safety, Health and Environment CR: Construction Regulations 2014 OHSA: Occupational Health and Safety Act and Regulations, Act (85 of 1993) OHSSS: Occupational Health and Safety Site Specification</p> <p>Acknowledgement:</p> <p>I, _____ representing _____ Contractors Representative have satisfied myself with the content of the OHSSS and shall ensure that the Contractor and his / her personnel comply with all relevant obligations in respect thereof. I furthermore have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the OHSA for the duration of the construction work and defects liability period.</p> <p>_____ Signature of Contractors Representative Date</p>			



**SCHEDULE 14 RECORDS OF PROPOSED AMENDMENTS TO
THE CONTRACT DOCUMENTS**

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

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

Attach additional pages if more space is required.

SIGNATURE: DATE:
(of the person authorised to sign on behalf of the Tenderer)



SCHEDULE 15 CONTRACTOR'S EME/QSE CPG PLAN

The tenderer shall affix to this page:

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



Part C1: Agreement and Contract Data

CONTRACT DATA

- C1.1 Form of Offer (Schedule 16)
- C1.2 Form of Acceptance
- C1.3 Form of Deviations
- C1.4 Contract Agreement Form
- C1.5 Contract Data by the Employer
- C1.6 Contract Data by the Contractor (Schedule 17)
- C1.7 Performance Security Undertaking (Schedule 18)
- C1.8 Occupational Health and Safety Agreement
- C1.9 Insurance Undertaking (Schedule 19)



SCHEDULE 16: C1.1 FORM OF OFFER

NAME OF CONTRACT: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG
CONTRACT NO. CDC/207/25

C1.1 Form of Offer (Schedule 16)

The **Employer**, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of a Contractor for **APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG - CDC/207/25**.

The **Bidder**, identified in the offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules and by submitting this offer has accepted the Conditions of Tender.

The **Bidder**, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R (in words)

.....
.....

R (in figures).....



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This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
Tenderer**

*(Insert name and address of
organisation)*

**Name &
signature of
witness**

Date

C1.2 Acceptance

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

The terms of the contract, are contained in:

1. Part C1 Contract Data
2. Part C2 Pricing Data
3. Part C3 Scope of Work including all Annexures
4. Part C4 Site Information
5. Returnable Contract Schedules and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within fourteen (14) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer's agent (whose details are given in the Contract Data) proof of insurances, Safety, Health and Environmental Plans and any other documentation (except securities/construction guarantees) to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement by the Contractor and the Employer shall be entitled at his discretion to terminate this agreement.

The Tenderer shall within twenty-one (21) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer's agent (whose details are given in the Contract Data) securities/construction guarantees to be provided in terms of



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the conditions of contract identified in the Contract Data. Failure to fulfil this obligation in accordance with those terms shall constitute a repudiation of this agreement by the Contractor and the Employer shall be entitled at his discretion to terminate this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)_____

Name(s)_____

Capacity_____

for the Employer

Name & signature of witness_____

Date_____



C1.3 Schedule of Deviations

1. Subject:

Details:

2.

Subject

Details:

3. Subject

Details:

4. Subject

Details:

5. Subject

Details:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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



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Signature(s)

Name(s)

Capacity

For the Employer

(Insert name and address of organisation)

Name and signature of witness **Date**

Signature(s)

Name(s)

Capacity

For the Contractor

Name and signature of witness (Insert name and address of organisation)

Name and signature of witness **Date**



C1.4 CONTRACT AGREEMENT

This Agreement made the _____ day of _____

Between **COEGA DEVELOPMENT CORPORATION (PTY) LTD**
(Registration No.1982/03891/07)

of No 145 Herbert Road, Eastwood, Arcadia, Pretoria, South Africa

(hereinafter called “the Employer”) of the one part,

and **NAME**
(Registration No. xxx)

of *address*

(hereinafter called “the Contractor”) of the other part

Whereas the Employer desires that the Works known as **CONTRACT NO. CDC/207/25 :
APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING
SERVICES AT LENZ MILITARY BASE JOHANNESBURG** should be executed by the Contractor,
and has accepted a Tender by the Contractor for the execution and completion of these Works and
the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) The Acceptance of Offer
 - b) The Offer
 - c) The Particular Conditions of Contract
 - d) The Special Conditions of Contract
 - e) Conditions of Contract for EPC/TURNKEY Projects, Second Edition 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC).



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- f) The Employer's Requirements and any referenced documents/annexures etc thereto (C3 SCOPE, C4 SITE INFORMATION & APPENDIX)
- g) The completed contract Tender Schedules
- h) Detailed Priced Activity Schedule (C2.3)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

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

SIGNED ON BEHALF OF THE PARTIES

AUTHORISED SIGNATURE(S) OF THE EMPLOYER

AT _____ ON THIS _____ DAY OF _____ 20__

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

In the presence of the undersigned witness.

Signature (Witness)	Print Name
---------------------	------------



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AUTHORISED SIGNATURE OF CONTRACTOR

AT _____ ON THIS _____ DAY OF _____ 20__

Signature (Contractor) Position of signatory Name of signatory who warrants

that he/she is authorised thereto

In the presence of the undersigned witness.

Signature (Witness)

Print Name

C1.5: CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

The General Conditions of Contract shall be the FIDIC 2nd Edition (2017 Silver Book) Conditions of Contract for 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.



Particular Conditions of Contract Part A – Contract Data

The following contract specific data are applicable to this Contract and substitute / supplement the specific text referenced in the clause but are to be read together with the remaining un-substituted text unless the entire clause is replaced.:

1.1 Definitions		
1.1.24	Defects Notification Period (DNP):	24 Months
1.1.27	Employer's name and address:	Name: COEGA DEVELOPMENT CORPORATION (Pty) Ltd Address: CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.30	Employer's Representative name and address:	Name: Siviwe Mlonzi CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.76	Time for Completion:	24 Months
1.3 Notices and Other Communications		
1.3 (a)(ii)	Agreed methods of electronic transmission:	System of electronic communication accepted for communications via email only and not via sms, mms, WhatsApp or any other social media platform
1.3 (d)	Address of Employer for communications:	Physical address: CDC Pretoria Office, 145 Herbert Road, Arcadia, Pretoria,0081 Email address: Siviwe.mlonzi@coega.co.za
1.3 (d)	Address of Employer's Representative for communications:	Physical address: CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081 Email address: Siviwe.mlonzi@coega.co.za
1.4 Law and Language		
1.4	Contract shall be governed by the law of:	The Republic of South Africa
1.4	Ruling language:	English



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1.4	Language communications:	for	English
1.14 Limitation of Liability			
1.14	Total liability of the Contractor to the Employer under or in connection with the Contract:		The total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed 150% of the Contract Price, except for liability arising from gross negligence and wilful misconduct.
2.1 Right of Access to the Site			
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all parts of the Site within:		14 Days subject to the Contractor providing the Employer with: <ul style="list-style-type: none"> • SHE File compliant with the Scope • Construction Permit/Notification of Construction Work • Detailed Construction Programme
4.2 Performance Security			
4.2	Performance Security:		10% of the Contract Price until the date of the Taking-Over Certificate is issued in accordance with clause 10; and 5% until the date the Performance Certificate is issued in accordance with clause 11.9
4.4 Subcontractors			
4.4 (a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):		60%
4.4 (b)	Part 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			



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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 and Saturdays
8.3 Programme		
8.3	Programme	The programme shall be submitted in MS Project format as well as in colour PDF format.
8.8 Delay Damages		
8.8	Delay Damages:	<p>Delay Damages amount calculated in accordance with percentages (%) of the Contract Price in the proportions of the currencies in which the Contract Price is payable, detailed in the schedule below and capped at seven percent (7%) of the Contract Price at the Time for Completion Date. And will be payable in the following increments:</p> <ul style="list-style-type: none"> ● 0.1% per day of 70% of the total of the Contract Price at the Take Over Date, for the first 10 days of delay. ● 0.2% per day of 70% of the total of the Contract Price at the Take Over Date, for the 11th to the 20th day of delay, ● 0.4% per day of 70% of the total of the Contract Price at the Take Over Date, for the 21st to the 25th day of delay, ● 1% per day of 70% of the total of the Contract Price at the Take Over Date, for the 26th to the 30th day of delay.
14.2 Advance Payment		
14.2	Advance Payment:	Not Applicable
14.3 Application for Interim Payment		
14.3 (iii)	Percentage of retention:	10% reducing to 5% upon the issue of a Taking-Over Certificate

14.3 (iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount):	10% of Contract Value
14.7 Payment		
14.7 (b)(i)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 <i>[Interim Payment]</i> :	30 Days
14.7 (b)(ii)	Period for the 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 payment to the Contractor:	30 Days
14.8 Delayed Payment		
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)):	0%
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 Risks which shall not be excluded from the insurance cover for the Works:	None
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)	Insurance required against liability for fitness for purpose:	Yes
19.2.3	Period of insurance required for liability for breach of professional duty:	10 Years
19.2.4	Amount of insurance required for injury to persons and damage to property:	R10million per claim and R50million in the aggregate, or such insurance provided by the Contractor in excess of the stated values
19.2.6	Other insurances required by Laws and by local practise:	South African Special Risks Insurance Association (SASRIA)
21.1 Constitution of the DAAB		
21.1	Time for appointment of DAAB:	21 Days
21.1	The DAAB shall comprise:	1 member
21.2 Failure to Appoint DAAB Member(s)		
21.2	Appointing entity (official) for DAAB member(s):	Association of Arbitrators (Southern Africa)

Particular Conditions of Contract Part B – Special Provisions

The FIDIC Conditions of Contract for EPC/Turnkey Projects (“Silver Book”) second edition, 2017 shall be amended as follows:

1.1 General Provisions		
1.1.2	Base Date:	1.1.2 is deleted and replaced by: “ Base Date ” means the date 7 days prior to the closing date for the submission of the Tender.”
1.1.4	Commencement Date:	1.1.4 is deleted and replaced by: “ Commencement Date ” means the date the Contractor receives one fully completed original copy of the completed Form of Offer and Acceptance”
1.1.7	Contract:	1.1.7 is deleted and replaced by: “ Contract ” means the Form of Offer and Acceptance, Contract Data, these General Conditions, the Employer’s Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.”
1.1.31	Employer’s Requirements:	1.1.31 is deleted and replaced by: “ Employer’s Requirements ” means the document titled “Part C3: Scope/ Employers Requirements”, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications.”
1.1.42	Key Personnel:	1.1.42 is deleted and replaced by: “ Key Personnel ” shall mean as a minimum all the personnel so identified under Tender Returnable Schedule 8 i.e. SCHEDULE 8: PROPOSED KEY PERSONNEL.”
1.1.62	Schedules:	1.1.62 is deleted and replaced by: “ Schedules ” means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer,

		<i>as included in the Contract. Such document(s) shall include the identified Contract Returnable Schedules and may include data, lists and schedules of rates and/or prices.”</i>
1.1.63	Schedule of Payments:	1.1.63 is deleted and replaced by: “Schedule of Payments” means the document(s) entitled Priced Activity Schedule (C2.3), completed by the Contractor and submitted with his tender offer as Tender Returnable Schedule 23, as included in this Contract.”
1.1.66	Section:	1.1.66 is deleted and replaced by: “Section” means a part of the Works specified in the Contract Data as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer (such Section may be an item of Plant).”
1.1.81	Returnable Schedules:	Add New definition: “Returnable Schedules” means the Tender Returnable Schedules contained in Part T2 in the Tender Data, Part C2 the Pricing Data, and “Schedules of Quantities” means the document entitled Priced Activity Schedule contained in Part C2.3 in the Pricing Data and any Technical Returnable Schedules in Part T2.”
1.5 Priority of Documents		
1.5	Priority of Documents:	1.1.5 is deleted and replaced by: <i>“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</i> a) The Letter of Acceptance b) The Letter of Tender c) The Particular Conditions of Contract d) Conditions of Contract for EPC/Turnkey Projects Second Edition 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC). e) The Employer’s Requirements – Scope C3,C4 and Appendix f) Priced Activity Schedule at C2.3,

		g) The completed contract Tender Schedules, <i>If an ambiguity or discrepancy is found in the documents, the Employer's Representative shall issue any necessary clarification or instruction."</i>
1.6 Contract Agreement		
1.6	Contract Agreement:	1..6 is deleted and replaced by: <i>"The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer. The Agreement shall be the fully completed Form of Offer and Acceptance, including the Schedule of Deviations and the Contract Agreement Page contained in the Contract Document at Part C1.1, C1.2, C1.3 and C1.4"</i>
1.11 Confidentiality		
1.11	Confidentiality:	Insert the following after the first paragraph: <i>"The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party."</i>
1.12 Compliance with Laws		
1.12	Compliance with Laws:	Insert " <i>deposits</i> " after " <i>taxes</i> " in 1.13 b).
1.14 Limitation of Liabilities		
1.14	Limitation of Liabilities:	Clause 1.14 is amended by: inserting the following new sub-clause after item (g) <i>"Notwithstanding any contrary provision the Contractor shall be liable for indirect or consequential loss or damage incurred by the Employer as result of any negligent or intentional act by the Contractor (or his Subcontractors, employees or agents) during the design and/or execution of the Works"</i>
3 The Employer's Representative		
3.1	Replacement of the Employer's Representative:	Delete the last paragraph and replaced by:

		<i>"The Employer shall have the right to replace the Employer's Representative."</i>
4 The Contractor		
4.2	Performance Security:	<p>Delete the first sentence of the second paragraph and replace with:</p> <p><i>"The Contractor shall deliver the Performance Security to the Employer within 14 days from the Contract Date."</i></p> <p>Add the following at the end of the second paragraph:</p> <p><i>"The form of Performance Security shall contain the precise wording of the document included in Part C1.7 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution which shall be premised in South Africa approved by the Employer and registered with the Financial Services Board at the date when the guarantee is to be issued."</i></p> <p>Replace the '42 days' under Sub-Clause 4.2.2 (b) and (c) with 21 days.</p>
4.3	Contractor's Representative:	Delete " <i>before the Commencement Date</i> " in the first sentence of the third paragraph and replace with " <i>within 14 days from the Commencement Date</i> ".
4.4	Subcontractors:	<p>Add the following clause:</p> <p><i>"c) The Contractor shall supply the Employer with proof of all orders placed with subcontractors upon request by the Employer's Representative. Information is to be provided on each sub-order, sufficient to identify the material or equipment to which the sub-order relates."</i></p>
4.5	Nominated Subcontractors	<p>Add the following at the end of the first paragraph:</p> <p><i>" And all Subcontractors which the Contractor shall employ to the extent specified and committed to in the tender Goal Declaration (SMME Target Form under Tender Returnable Schedule, i.e. SCHEDULE 4: FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE Target Form) "</i></p> <p>Add the following to Sub-Clause 4.5.2</p>

		<p><i>'All payments shall be made within 14 Days after the Nominated Subcontractor has submitted its invoice for payment to the Contractor'.</i></p> <p>Add a new Sub-Clause 4.5.4 <u>Subcontractor Disputes</u></p> <p><i>'The Contractor shall include in all its SMME Subcontract agreements an express obligation for the Employer after a notice of dispute has been issued to be the Mediator in resolving the dispute before the dispute is resolved as per the specific Terms and Conditions of the said Subcontract.</i></p>
4.8	Health and Safety Obligations:	<p>Add the following:</p> <p><i>"The Contractor's attention is also drawn to the Health and Safety Specification contained in the Employer's Requirement.</i></p> <p><i>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</i></p> <p><i>An agreement is included in the Contract Document (Part C1 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract."</i></p>
4.17	Contractor's Equipment:	<p>Add the following:</p> <p><i>"The Contractor shall provide all necessary storage facilities on Site."</i></p>
4.21	Security of the Site:	<p>Add the following sub-paragraph:</p> <p><i>"(c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer's Representative or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the</i></p>

		<i>safety and convenience of the public and for the protection of life and property.”</i>
4.22	Contractor's Operations on Site:	Add the following: <i>“The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage of new and existing plant, equipment, buildings and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on Completion, remove all covers and shall at his cost rectify all damage to finishes to the satisfaction of the Employer's Representative.”</i>
6 Staff and Labour		
6.13	Contract Participation Goal: EME / QSE Obligations	Add the following new Clause 6.13: <i>“The Contractor shall comply with the undertaking at Tender Schedule 4 CONTRACT PARTICIPATION GOAL: EME / QSE Target Form , and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided ”</i>
6.14	Local Labour Requirements	Add the following new Clause 6.14: <i>“The Contractor shall comply with the Local Labour provision to the extent of employing 70% of its Labour as defined in the Employers Requirements (EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND), and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided ”</i>
8 Commencement, Delays and Suspension		
8.3	Programme:	Replace “28 days “referred to in the first paragraph with “14 days”: Add the following after the first paragraph: <i>“The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions and any Programming Restrictions as instructed by the Employer.”</i>



8.5	Extension of Time for Completion:	<p><i>Add the following after paragraph (c):</i></p> <p><i>“Regarding sub-paragraph (c), no extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then exceptionally adverse climatic conditions shall be deemed to exist, and an extension of the Time for Completion shall be granted in accordance with the provisions of this Sub-Clause.</i></p> <p><i>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where adverse weather prevents or disrupts critical work.</i></p> <p><i>January: 10 days</i></p> <p><i>February: 8 days</i></p> <p><i>March: 7 days</i></p> <p><i>April: 5 days</i></p> <p><i>May: 2 days</i></p> <p><i>June: 1 days</i></p> <p><i>July: 0 days</i></p> <p><i>August: 1 days</i></p> <p><i>September: 2 days</i></p> <p><i>October: 6 days</i></p> <p><i>November: 8 days</i></p> <p><i>December: 11 days”</i></p>
11 Defects after Taking Over		
11.1	Completion of Outstanding Work and Remedying Defects:	<p><i>Add the following before the first paragraph:</i></p> <p><i>“A Defects Notification Period shall commence on the date stated in the Taking-Over Certificate for the Works or a Section, or the date that taking-over is deemed to have occurred in accordance</i></p>

		<i>with Sub-Clause 10.1 in the Particular Conditions (as the case may be).</i>
11.3	Extension of Defects Notification Period:	Delete the first paragraph and replace with: “ <i>The Employer shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years.</i> ”
13 Variations and Adjustments		
13.4	Provisional Sums:	Add the following to the last paragraph: “It shall also include a fully detailed tender Adjudication Report, which shall include and be based on <i>three (3) quotations. Quotations shall include full technical descriptions as well as a breakdown of prices.</i> ”
14 Contract price and Payment		
14.1	The Contract Price:	The Lumpsum price as stated in the Contractors Priced Activity Schedule at C2.3
14.3	Application for Interim Payment	Delete sub-paragraph (i) and replace with; The estimated contract value of the works executed is the total of the Lumpsums for <ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group as identified in the Priced Activity Schedule per Part C2.3. <p>A completed activity is one which is without defects which would either delay or be covered by immediately following work.</p> <p>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>
14.7	Payment:	Delete sub-paragraphs (a) to (c) and replace with:



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

15.2	Termination for Contractor's Default:	<p>Add the following to 15.2.1 (b):</p> <p><i>“which shall include the failure by the Contractor to reach Take Over by the end of the Delay Damages limitation as set out under Clause 8.7.”</i></p> <p>Delete and replace the second paragraph under Clause 15.2.2 with:</p> <p><i>“However, in the case of sub-paragraph (b), (f), (g) of Sub-Clause 15.2.1[Notice], the Employer may by giving a notice under Sub-Clause 15.2.1 immediately terminate and call upon the Performance Security, the date of termination shall be the date the Contractor receives this Notice.”</i></p>
19 Insurance		
19.1	General Requirements:	<p>Add the following at the end of the first paragraph:</p> <p><i>“Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa.”</i></p>
19.2	Insurance to be provided by the Contractor:	<p>Add the following at the end of the first paragraph:</p> <p><i>“In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.”</i></p> <p>Add the following at the end of the first paragraph 19.2.5:</p> <p><i>“This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.”</i></p>
21 Disputes and Arbitration		
21.5	Amicable Settlement:	<p>Add the following after the first paragraph:</p> <p><i>“Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the</i></p>

		<p><i>mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Contract Data.</i></p> <p><i>Mediation shall be conducted without legal representation with the costs being borne equally by the parties.</i></p> <p><i>The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.</i></p>
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C1.6: Contract Data Part 2: Data Provided by the Contractor (Schedule 17)

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



C1.7: 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/207/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ MILITARY BASE JOHANNESBURG**

"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.



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- 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)



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I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day
 of.....20....

Witness

Mandatory

Signed at on the.....day
 of.....20

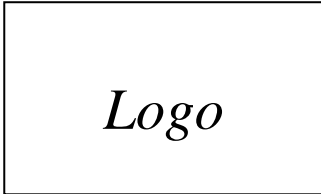
 Witness

 for and on behalf of
 COEGA DEVELOPMENT
 CORPORATION (PTY) Ltd.



C1.9: Insurance Broker’s Warranty (Schedule 19)

Pro Forma



Logo

Letterhead of Contractor’s Insurance Broker

Date _____

COEGA Development Corporation(Pty) Ltd.
CDC Pretoria Office,
145 Herbert Road,
Eastwood, Arcadia,
Pretoria
0081

Dear Sir

CONTRACT NO.: CDC/207/25

CONTRACT TITLE: **APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE
UPGRADE OF CIVIL ENGINEERING SERVICES AT LENZ
MILITARY BASE JOHANNESBURG**

NAME OF CONTRACTOR:

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

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



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Yours faithfully

Signed: _____



Part C2: Pricing Data

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Pricing Summary (Schedule 20)

C2.3 Detailed Priced Activity Schedule (Schedule 21)

C2.1 Pricing Instructions

The pricing document used in this Contract is the Priced Activity Schedule, which shall be construed as the Schedule of Payments as referenced in Clause 14.4.

The Priced Activity Schedule is identified in Contract Data Part 2 (Pricing Data), specifically in Part C2.3 or in a separate document as referenced in C2.3.

The Priced Activity Schedule is not part of the Scope and does not describe the works.

How work is priced and assessed for payment

Clause 14.4 in the FIDIC Silver Book states:

- *Clause 1.1.63 ‘**Schedule of Payments**’ means the document(s) entitled Priced Activity Schedule (C2.3), completed by the Contractor and submitted with his tender offer as Tender Returnable Schedule 23, as included in this Contract.’*
- *Clause 14.1 ‘The Contract Price is: The Lumpsum price as stated in the Contractors Priced Activity Schedule at C2.3’*
- *Clause 14.3 ‘Application for Payment: The estimated contract value of the works executed is the total of the Lumpsums for*
 - *each group of completed activities and*
 - *each completed activity which is not in a group as identified in the Priced Activity Schedule per Part C2.3.*

A completed activity is one which is without defects which would either delay or be covered by immediately following work. And the Contractor’s Documents produced, up to the end of the period of payment (including Variations but excluding items described in subparagraphs (ii) to (x) below’

This contract is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each payment application date; no part payment is made if the activity is not completed by the payment application date.

Activities such as Roadworks, stormwater, potable and fire water are measured in metres. However, payment will only be made for completed metres, i.e. for pipework, it will include excavation, bedding, pipework, blanket, backfilling, etc., for which all the required tests and reports are in place and signed off. For roads, it will be completed metres (layer works and stormwater drainage) with all the required tests, documentation and quality control signed off.

Link to the programme

Ideally the tendering contractor will develop a high-level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the Priced Activity Schedule C2.3.

Preparing the activity schedule

Generally, it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The Employer, in his instructions to Tenderers and in Tender Schedule, i.e. C2.2 Summary Priced Activity Schedule, listed some items that he requires the Contractor to summarise and be priced accordingly.

It is assumed that in preparing his Priced Activity Schedule the *Contractor*:

- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the Priced Activity Schedule, which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Scope, as it was at the time of tender, as well as correct any Defects not caused by an Employers risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the works for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Priced Activity Schedule price if the amount, or quantity, of work within that activity, later turns out to be different to that which the Contractor estimated at the time of tender. The only basis for a change to the Prices is as a result of a claim under the contract.

C2.2 Summary Priced Activity Schedule (Schedule 20)

<u>PRICING SCHEDULE</u>				
<u>CDC/207/25 - Area</u>				
Item No.	Description	Unit	Qty	Amount
1	Preliminary and General Items			
1.1	<ul style="list-style-type: none"> • This must include <u>ALL</u> the preliminary and general cost items that are required for the full duration of the Project. Please note that the cost for the Community Liaison Officer (CLO, EME Construction Manager, Construction Health and Safety Officer / Manager and necessary security measures, insurances, for safety and security of personnel and equipment, should also be included under this item. • The Bidder must, on a separate sheet to be attached to this Pricing Schedule, provide a complete list of all preliminary and general cost items and the associated costs per line item under this section for the full duration of the Project. 	Sum	1	
1.2	Provision for Safety Health and Environmental related services	Sum	1	
2	Bulk Sewer & Sewer Reticulation to all Active areas			
	<ul style="list-style-type: none"> • This must include all the works necessary works required to complete the project inclusive of temporary works, Designs, demolitions and rebuilding. Bidders to also take into consideration the necessary Quality Management procedures, Health & Safety and Environmental Requirements and statutory requirements. 	Sum	1	
3	Bulk Water & Water Reticulation to all Active areas			
	<ul style="list-style-type: none"> • This must include all the works necessary works required to complete the project inclusive of temporary works, Designs, demolitions and rebuilding. Bidders to also take into consideration the necessary Quality Management procedures, Health & Safety and Environmental Requirements and statutory requirements. 	Sum	1	
4	Stormwater Management & Control			
	<ul style="list-style-type: none"> • This must include all the works necessary works required to complete the project inclusive of temporary works, Designs, 	Sum	1	



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	demolitions and rebuilding. Bidders to also take into consideration the necessary Quality Management procedures, Health & Safety and Environmental Requirements and statutory requirements.			
5	3x Sewer Pump station Installation & Testing and Commissioning			
	<ul style="list-style-type: none"> Allow for testing and commissioning of all 3 Sewer Pump Station Systems including, Designs and the provision of the required resources to enable such commissioning. 	Sum	1	
6	Close-out Report			
	<ul style="list-style-type: none"> The bidder must allow for the provision of a close-out report inclusive of all project documentation as stipulated by the client such as As-Built Drawings, Manuals etc. 	Sum	1	
7	Professional Fees			
7.1	<ul style="list-style-type: none"> Provision for professional fees for the duration of the project 	Sum	1	
7.2	<ul style="list-style-type: none"> Allowance for Social Facilitation Fees (2% Construction cost) 	%	2	
8	SUBTOTAL-1			
9	CIDB B.U.I.L.D Programme			
9.1	CIDB B.U.I.L.B Skill Development, as a percentage of Subtotal-1 (6)	%	0.25 %	
9.2	CIDB B.U.I.L.B Enterprise Development, as a percentage of Subtotal-1 (6)	%	5.00 %	
9.3	Allow for contingency to be used on approval by CDC and DPWI	%	5.00 %	
10	SUBTOTAL-2			
11	SUBTOTAL-3 (8+10)			
11	Add 15% VAT			
12	TENDERED SUM (10 + 11)			
	Name of Bidder:			
	Signature of OPTL:			
	Date:			



NB: Bidders to note that the 5% contingency allowance will only be used for matters related to the client's needs and shall not be used to cover the Contractors underpricing, inaccuracies, misinterpretations, unforeseen circumstances etc.

C2.3 Detailed Priced Activity Schedule by Contractor (Schedule 21)

To be completed and inserted by the Bidder

Bidders are to provide a detailed pricing schedule breaking down their pricing which is reflected on the Summary Activity Schedule (Schedule 20) including all relevant pricing information such as assumptions made, and any additional items not listed in the Summary Activity Schedule which the bidder deems necessary for the completion of the works.



Part C3: SCOPE / EMPLOYERS REQUIREMENTS



PART C3 SCOPE/ EMPLOYERS REQUIREMENTS

Part C3.1 – Employers Requirements

Part C3.2 – Condition Assessment Reports

Part C3.3 – Health and Safety & Environmental Specifications.

Part C3.4 – Employment Relations Policy

Part C3.5 – SMME Specification

Part C3.6 – Construction Labour Management Specification

Part C3.7 – CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in GG No. 36190 of 25 February 2013

Part C3.8 – CIDB B.U.I.L.D Standard for Developing Skills Through Infrastructure Contracts (March 2023)



C3.1 Employers Requirements



C3.2 Condition Assessment Reports

The team has conducted a visual assessment of the facility and all its infrastructure elements and detailed the findings on this report. The condition rating used is based on the user asset management plan guidelines as part of the Government Immovable Asset Management Act 19 of 2007 (GIAMA).

The details below give an overview of the findings for the buildings works, electrical works, mechanical works, fire and related services and provides a recommendation of appropriate remedial actions to be performed as part of the repairs and renovations project. It is to be noted that the findings below are based solely on visual assessments and no equipment was tested or user manuals examined. The scope does not include loose furniture.

The bidder is required to do their own assessment of the facility and acquaint themselves with the requirements of the project, the CDC provides no guarantee of accuracy of any of the information contained in the assessment reports.

The following reports are provided in this document:

<u>List of Reports</u>	
Title of Report	Description
Assessment Report – Lenz Military Base_Rev.1	General assessment report



C3.3 Health and Safety & Environmental Specifications

The Baseline Risk Assessment, the associated H&S Specification and Environmental Specification applicable to this Scope is contained in Appendix D contained in the **Appendix: Annexures, Drawings, Reports, Schematics & Surveys** Section to this Document



C3.4 Employment Relations Policy

The Employment Relations Policy applicable to this Scope is contained in Appendix E contained in the **Appendix: Annexures, Drawings, Reports, Schematics & Surveys** Section to this Document



C3.5 SMME Specification

The SMME Specification applicable to this Scope is contained in Appendix H as contained in the **Appendix: Annexures, Drawings, Reports, Schematics & Surveys** Section to this Document



C3.6 CONSTRUCTION LABOUR MANAGEMENT SPECIFICATION FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS

Deliverable T 1: Provide Training and Development interventions to achieve full compliance to the Construction Industry Development Board (CIDB) Contract Skills Development Goal (CSDG)

The Contractor shall achieve the CSDG (*per Government Gazette No.48491 of 31 March 2023 and any subsequent legislative amendment*) by providing opportunities to trainees, learners, interns and candidate professionals requiring structured workplace learning and experiential opportunities in order for the Contractor to fully comply to the requirements of the cidb Contract Skills Development Goal.

The main contractor shall determine and provide for the cost of full compliance to the CSDG, expressed in Rand, which shall not be less than the full contract amount multiplied by the applicable percentage (%) factor given in Table 1 in the Standard for Developing Skills, for the applicable class of construction works.

The main contractor shall submit to Coega Human Capital Solutions (HCS) via the Employer' Representative, within 20 days of the contract coming into effect, and/or the issuing of an instruction from the Employer' Representative, a contract compliant **baseline human resources development plan** to ensure full compliance to CSDG as referred to herein above. The baseline human resources development plan must also include all subcontractors' (all SMMEs inclusive) obligations to ensure that the total CSDG is achieved. The baseline human resources development plan must receive the Employer' Representative written approval prior to its implementation.

The main contractor shall also submit to Coega Human Capital Solutions (Coega HCS) via the Employer' Representative, monthly CSDG training compliance reports, as well as the final CSDG training compliance report within ten (10) days of **taking over** certification. Such training reports shall be in the format as required by Coega HCS and include all CSDG deliverables by all subcontractors.

The preference of selection and placement of appropriate trainees/ learners/ candidates shall be local individuals, in line with identified local Target Areas. The initial search shall be limited to the Project Job Seekers' Database (which includes training/ development opportunity seekers) managed by Coega HCS. Only upon written confirmation from Coega HCS of the non-availability of candidates per instance, shall contractors be obligated to recruit required trainees/



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learners/ interns/ candidates professionals through own conventional means for subsequent prior placement approval by Coega HCS.

The Contractor shall ensure the achievement of the measurable CSDG by providing opportunities to trainees, learners and candidates requiring structured workplace learning using one or a combination of any of the following CSDG Methods in relation to work directly relating to the contract or order.

Deliverable T 1.1: The Contractor shall ensure the provision of structured workplace learning opportunities that result in the attainment for learners towards the attainment of a part or a full occupational qualification. (CSDG Method 1)

Deliverable T 1.2: The Contractor shall ensure the provision of structured workplace learning opportunities for apprentices and/or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications. (CSDG Method 2)

Deliverable T 1.3: The Contractor shall ensure the provision of work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas. (CSDG Method 3)

Deliverable T 1.4: The Contractor shall ensure the provision of structured workplace learning opportunities for built environment profession candidates towards professional registration by a listed statutory council. (CSDG Method 4)

Employed learners may not account for more than 33% (Thirty Three percent) of the CSDG, and not more than one method may be applied to any individual concurrently in the calculations of the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the CSDG



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TABLE 1: CSDG goals for different classes of engineering and construction works contracts:

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004

Construction Skills Development Goal (CSDG) (%)

Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering OR General Building	0.375
EE	Electrical Engineering Works (Buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering Works	0.25
SB	Specialist	0.25

Professional Service Provider contracts:

Expressed in hours and shall not be less than the professional fees in millions of Rand multiplied by 150

For example:

The proportion contract amount for professional services is R5.6m, the CSDG in hours: R5.6m x 150 = 840 hours.

CONTRACT SKILLS DEVELOPMENT GOAL CREDITS

- ✓ All beneficiaries must be registered by the Contractor with the cidb Skills Development Agency (SDA) by the contractor. www.cidb.org.za or contact 086 100 2423
- ✓ Multiply the number of people employed by the contractors and placed for continuous opportunities in a 3-month period by the notional values in the table below:

Type of Training Opportunity	Provision for Stipends (unemployed only)	Provisions for Mentorship	Provisions for Additional Costs*	Total Costs PER QUARTER	
				Unemployed	Employed
Method 1					
Occupational Qualifications	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET Graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000

Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credit qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

DENIAL OF CREDITS

Credits towards the achievement of the CSDG will be denied if:

- a) Opportunities not provided on-site or not directly linked to the contract / order
- b) Failure to register all beneficiaries with the cidb Skills Development Agency (SDA)
- c) Failure to submit final compliance report within 10 days after taking over
- d) If the following is not provided:
 - i. Compliance baseline report, interim compliance report or final compliance report
 - ii. Mentorship plan for candidate professionals
 - iii. Training plan
 - iv. Training reports
 - v. Required records, documents and signatures
 - vi. Mentorship plan not in accordance with the requirements of the applicable professional body, statutory council or qualifying authority
 - vii. Structured workplace learning is not in accordance with the curriculum requirements
- e) Conditions of employment and rates of allowance are not in accordance with legislative provisions
- f) The Contractor does not maintain the required training records, or an audit reveals insufficient information
- g) Contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports

COMPLIANCE REQUIREMENTS (CONTRACTORS):

CLIENT	COMPLIANCE REQUIREMENTS			
	Implementation Date	Class of Works	Min Tender Value	Min Project Duration
National Public Works & Infrastructure & Regions	Beginning of 2021-2022 FY	All	Grade 7	12 months
National Govt Departments		All	Grade 7	12 months
Public Entities		All	Grade 7	12 months



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COMPLIANCE REQUIREMENTS (PSPs):

CLIENT	COMPLIANCE REQUIREMENTS			
	Implementation Date	Class of Works	Min Tender Value	Min Project Duration
National Public Works & Infrastructure & Regions	Beginning of 2021-2022 FY	All	R5m	12 months
National Govt Dept		All	R5m	12 months
Public Entities		All	R5m	12 months



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Part C4: DRAWINGS



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PART C4 SITE INFORMATION

Appendix: Annexures, Specifications, Drawings, Reports, Schematics & Surveys

The applicable further and additional documentation to the Scope and Site Information can be found under each of the Appendixes as tabled below.

List of Appendixes		
Item	Description	Appendix
PART C2 PRICING		
C2.2	Pricing Summary	Appendix A
PART C3 SCOPE		
C3.1	Employers Requirements	Appendix B
C3.2	Condition Assessment Reports	Appendix C
C3.3	Health and Safety & Environmental Specification	Appendix D1
C3.5	Baseline Risk Assessment	Appendix D2
C3.6	Employment Relations Policy (Bidder)	Appendix E
C3.4	Planning Specification for Contractors	Appendix F
C3.7	SMME specification	Appendix G
PART C4 SITE INFORMATION		
C4.1	DRAWINGS	Appendix H