



**public works
& infrastructure**
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



Request for Proposal

**REQUEST FOR PROPOSAL FOR THE
APPOINTMENT OF A TURNKEY CONTRACTOR
FOR THE TOTAL UPGRADE OF GROOTE
SCHUUR HERITAGE HOUSE MUSEUM IN CAPE
TOWN**

**Contract No.
CDC/277/26**

JULY 2026

Name of Bidder: _____

CLOSING DATE: 31 August 2026

Classification: Public

DOCUMENT CONTROL SHEET

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

PROJECT NAME : *REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A
TURNKEY CONTRACTOR FOR THE TOTAL UPGRADE OF GROOTE
SCHUUR HERITAGE HOUSE MUSEUM IN CAPE TOWN*

DOCUMENT TITLE : *REQUEST FOR PROPOSAL*

DOCUMENT No. : *CDC-NDPWI-RFP-007-25*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 15 July 2026	Name: Thobile Mbadamana Signature:	Name: Siphiwe Ntombela Signature:	Name: Tandile Ngxekana Signature:

Distribution:	Potential Bidder
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REVISION 1	Prepared by	Reviewed by	Approved by
Date: 23 July 2026	Name: Thobile Mbadamana Signature:	Name: Siphiwe Ntombela Signature:	Name: Tandile Ngxekana Signature:

INVITATION TO BID NOTICE:
CONTRACT NO.CDC/277/26
REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TURNKEY
CONTRACTOR FOR THE HERITAGE – GROOTE SCHUUR MUSEUM TOTAL
UPGRADE OF HOUSE

The Coega Development Corporation (CDC) is headquartered in the City of Gqeberha, Nelson Mandela Bay Municipality, South Africa, with a strategic operational footprint in South Africa and beyond the borders in the African continent. The CDC's vision is to be the leading catalyst for the championing of socio-economic development. This it seeks to achieve through the development and operation of the 9 003 hectare Coega Special Economic Zone (SEZ), a transshipment hub and a leading investment destination in Africa, providing highly skilled competence and capacity for the execution of quality complex infrastructure and related projects throughout South Africa and selected markets on the African continent, and advisory on the development of industrialization and logistics zones. The CDC's advanced capabilities are successful enablers in economic zone development and management, real assets management, infrastructure planning and development for National, Provincial, Local Government Departments and State-owned Entities, technology integration while realising related socio-economic impact areas such as skills and SMME development. The foundational culture of the CDC's approach, backed by core values, is innovation and continuous improvement.

The CDC has been appointed by the National Department of Public Works and Infrastructure (NDPWI) as the Implementing Agent for various projects nationally for various departments. These projects require various interventions, namely: the total upgrade of Groote Schuur Heritage House Museum in Cape Town

1. INVITATION AND EMPLOYER'S REQUIREMENTS

The Coega Development Corporation (CDC) invites proposals from suitably qualified and well-experienced Turnkey Contractors for the total upgrade of Groote Schuur Heritage House Museum. The contractors must have an active CIDB Contractor Grading designation of **7GB or higher** and proven track record in working on General Building (Heritage building experience will be an added advantage, where decanting, designing, execution, commissioning, Handover, and close-out are undertaken to submit proposals for the appointment of a Turnkey Contractor. Emerging contractors with a CIDB Contractor grading designation of **6GB PE** are not eligible to make submissions and will not be considered.

The project entails the delivery of a complete design–develop–construct–commission solution for the

total upgrade of Groote Schuur Heritage House Museum, in accordance with heritage conservation principles and statutory requirements.

The project is to be completed within **21 months**.

2. EMPLOYER'S REQUIREMENTS

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

The Bidders are required to have relevant experience and knowledge in a Turnkey project, which will entail decanting, designing, execution, commissioning, handover, and close-out.

These requirements must be read in conjunction with **Annexure U - Project Documentation** on the RFP document.

As part of the Employer's requirements, the Turnkey contractor needs to appoint all required professional service providers. Each Professional Service Provider (PSP) will be required to execute their scope of service as per their respective professional council standards, with all duties, roles, responsibilities, and all required deliverables.

The PSPs shall be responsible for ensuring compliance with all applicable legislation, regulations, standards, codes of practice, professional council requirements, Employer's Requirements, and Framework for Infrastructure Delivery and Procurement Management (FIDPM) governance requirements. Accordingly, the professional scope of services rendered by the PSPs shall span from Stage 3 (Design Development) to Stage 7 (Close-Out), in alignment with the prescribed deliverables and governance gates outlined in the FIDPM. This shall include the preparation and submission of all information, documentation, presentations, reviews, approvals, and recommendations necessary to support the successful completion of each stage, governance gate, and decision point prescribed under the FIDPM. Without limitation, the PSPs' services shall include:

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

The Turnkey Contractor shall ensure that all PSPs collaborate effectively and provide integrated professional services throughout the project lifecycle. Any conflicts, discrepancies, omissions, overlaps in scope, or technical disputes arising between PSPs shall be promptly resolved through coordinated review and consultation. Where agreement cannot be reached, the matter shall be escalated to the Contractor's designated professional lead for determination, failing which an independent suitably qualified professional may be appointed by the Contractor to provide a binding technical recommendation. Such disputes shall not relieve the Contractor or the PSPs of their obligations, nor entitle them to additional time or cost unless otherwise provided for under the Contract.

The Turnkey Contractor shall be solely responsible for the coordination and integration of the services provided by the various PSPs and shall ensure alignment of disciplines, designs, information, deliverables, and project objectives. Any discrepancies, inconsistencies, conflicts, omissions, overlaps, or disputes arising between PSPs in relation to their respective scopes of work, professional opinions, designs, recommendations, responsibilities, or deliverables shall be promptly identified and resolved by the Turnkey Contractor at its own cost and risk, without adversely affecting the project programme, quality, cost, or contractual obligations.

The Employer shall not be required to intervene in disputes between PSPs, and such disputes shall not constitute grounds for extension of time, additional compensation, or relief from the Contractor's obligations under the Contract, unless otherwise determined in terms of the Contract.

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

- (a) Decanting Please refer to **Annexure U - Project Documentation** on the RFP document.
- (b) Roof
- (c) Rainwater goods
- (d) Walls
- (e) Floors
- (f) Joinery
- (g) Windows (Glazing)
- (h) Ceilings
- (i) Ironmongery
- (j) Dehumidification
- (k) Electrical Reticulation:
- (l) Fire Services

- (m) Firearms Display
- (n) Fabric And Upholstery
- (o) Landscaping (Terrace)
- (p) Hydrangea Horseshoe
- (q) Pergola
- (r) Sculpture, Art and Memorials
- (s) Artefacts And Movable Items
- (t) Hard Surfaces
- (u) Wet Services

3. **BIDDER OBLIGATIONS**

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

- (a) Carefully examined and understood the Employer's Requirements, including all technical, commercial, and legal conditions.
- (b) Verified the accuracy and sufficiency of the data, information, and specifications provided in the Employer's Requirements.
- (c) Conducted all necessary investigations, including site conditions (where access was permitted), applicable laws, and any other constraints affecting the Works.
- (d) Accepted full responsibility for the completeness and adequacy of its tender, including any design and execution risks under the EPC/Turnkey Contract.

4. **CONDITIONS OF TENDER**

- (e) Bidders must be registered with the Construction Industry Development Board (CIDB) and must have an active CIDB Contractor grading of **7GB or higher**. Potential bidders with a grading of **6GB PE** will not be eligible for this tender.
- (f) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered, for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, may result in disqualification or rejection of the bid.

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- (g) Entities who intend to submit a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
 - (h) 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 applies to this project.
 - (i) The CIDB B.U.I.L.D Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023, shall also apply to this contract.
 - (j) The CDC's Procurement Policy & Procedures shall apply.
 - (k) The following legislation shall apply:
 - (i) Public Finance Management Act (PFMA);
 - (ii) Preferential Procurement Regulations, 2022;
 - (iii) The Construction Industry Development Board Act, (38 of 2000);
 - (iv) National Treasury Regulations;
 - (v) National Building Regulations and Building Standards Act (103 of 1977);
 - (vi) Infrastructure Development Act, 2014;
 - (vii) National Qualifications Framework Amendment Act, (12 of 2019);
 - (viii) The Skills Development Act, (97 of 1998);
 - (ix) Broad-Based Black Economic Empowerment – BBBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013);
 - (x) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - (xi) Compensation for Occupational injuries and disease Act (130 of 1993);
 - (xii) National Environmental Management (NEMA), Act (107 of 1998);
 - (xiii) The National Archives and Records Service of South Africa Act (Act No. 43 of 1996);
 - (xiv) Minimum Information Security Standard (MISS),
 - (xv) Public Service Regulations, 2016 Regulation 67
 - (xvi) Critical Infrastructure Protection Act 8 of 20219 (CIP Act);
 - (xvii) Protection of Personal Information Act (Act No. 4 of 2013);
 - (xviii) Code of Practice for the Wiring of Premises, SANS 10142, as amended.
 - (xix) The Interior Lighting Standard, SANS 10114, as amended.
 - (xx) The Local Authority By-Laws and Regulations and any regulations of the City of Cape Town.
 - (xxi) The City of Cape Town Fire Office Regulations
 - (xxii) The applicable SANS Specifications and Codes of Practice or the BSI or IEC
 - (xxiii) Specifications and Codes of Practice where no SANS Specifications or Codes of Practice exist.
 - (xxiv) National Heritage Resources Act (25 of 1999)
 - (xxv) SABS 1200: Standardized Specification for Civil Engineering Construction

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- (xxvi) SANS 10160-1: 2011 – Basis of structural design and actions for buildings and industrial structures – Part 1 Basis of structural design;
- (xxvii) SANS 10100-1: 2000 – The structural use of concrete Part 1: Design;
- (xxviii) SANS 10100-2: 2014 – The structural use of concrete Part 2: Materials and execution of work.
- (xxix) Disaster Management Act (57 of 2002); and
- (xxx) Any other applicable legislation in the built environment including all Municipal Bylaws.
- (l) 80/20 or 90/10 preference points system in terms of Price and Specific goals scoring will be applicable where a point of 80.00 or 90.00 is for Price and a point of 20 or 10 is for Specific Goals. The lowest acceptable tender will be used to determine the applicable point system.
- (m) An Entity that is part of the JV / Consortium is not permitted to form part of more than one bid submission as this is regarded as a Conflict of Interest.
- (n) In the case of a successful JV/Consortium at award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licenced Insurer specified as the JV/Consortium entity for the project duration.
- (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 the contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS.
- (p) Bidders must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a National Treasury CSD registration number e.g., MAAA0...
- (q) As per the Amended Construction Codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover above R3 million must also submit a B-BBEE Verification Certificate issued by a SANAS-accredited verification agency, as they are required to comply with the 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R3 million are exempt from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise."
- (r) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with the Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as

the CDC will not award any bid to any business that appears on the CIPC list of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.

- (s) No competitive bids will be awarded to a person or entities who are not Tax Compliant, therefore prospective bidders must ensure that they are Tax Compliant throughout the validity period of the bid in review. The tax status of the bidders will be verified through the CSD and SARS website.
- (t) Bidders will be evaluated on functionality and are expected to meet a minimum of 70 points threshold to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the document.
- (u) CDC will not award more than two active projects to one bidder unless one project has reached the 80% completion stage and beyond. A Capacity assessment may be conducted in the event that the recommended bidder is the only responsive service provider and has already been awarded two contracts and is to be considered for a third contract at the sole discretion of CDC and subject to their performance on the active two contracts.
- (v) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) and Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and all relevant and applicable legislations throughout the duration of the contract. Upon appointment of the successful bidder, the service provider will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the SANS Norms and Standards. CDC SHEQ Unit will monitor compliance and implementation of Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract.
- (w) The successful bidder will be required to appoint a registered Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/M) with SACPCMP upon award on a full-time basis on site with a proven record of 5 years or more of experience. No candidate registration will be accepted.
- (x) Upon award the successful Bidder will be required to appoint a Professional Construction Health & Safety Agent registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as Pr.CHSA with a minimum of 10 years' experience. Candidate registrations will not be accepted.
- (y) Upon award the successful Bidder will be required to appoint a Fire Engineering Services - Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA) as Pr.Eng / Pr.Tech Eng with a Minimum 5 years of experience post qualification. Candidate registrations will not be accepted.
- (z) Upon award the successful Bidder will be required to appoint a registered Professional Architect (Pr. Arch) with the South African Council for the Architectural Profession (SACAP). The Architect must have a proven track record and minimum 5 years experience post-graduate qualification in

dealing with buildings and sites of very high significance, i.e., a minimum of 3 Grade I and/or Grade II buildings and landscapes as a guideline. The architect should also be the Contractor's Representative. Candidate registrations will not be accepted.

- (aa) Upon award, the successful Bidder will be required to appoint the following specialists for consultation during the implementation of works. Art historian, Materials conservator with expertise in leather, marble, bronze etc and Security consultant (for firearm display and storage)
- (bb) The Bidders must nominate a person who will be their Overall Project Team Leader. The Contractor's Representative;
 - (i) In the case of the JV / Consortium, each entity that is party to the JV/Consortium must nominate a person with delegated authority who will in turn sign the on the delegated authority of the Contractors Representative on behalf of the JV/ Consortium.
 - (ii) Should have delegated authority to sign:
 - 1. The Proposal Submissions;
 - 2. All the Returnable Documents that should also be initialled and submitted as part of the Proposal;
 - 3. Any correspondence with the CDC during the bidding process;
 - 4. The Agreement to be entered into with the Successful Bidder; and
 - 5. Any correspondence during the Contract Execution Phase.
- (cc) 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 submitted at contracting stage.
- (dd) In case of a JV award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licensed Insurer specified as the J/V entity for the duration of the contract.
- (ee) Bidders must complete and sign the POPI Act consent form. In the case of a Joint Venture/Consortium, a **separate** form in respect of each party to the JV must be completed.
- (ff) Public servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and bidders will be disqualified should they be found to be in contravention to the regulations.
- (gg) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorized person conducts quality control on all the documentation to be submitted to the CDC and part of this Bid and signs the submission as a correct and sound document that the CDC could put its reliance on.
- (hh) The tender validity period shall be **Twenty (24) weeks** from the tender closing date.
- (ii) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the Bid Document to enable any communication that

the CDC might need to issue to all the Prospective Bidders during the bidding process to be realized. The CDC will not be accountable for any such omission by the Prospective Bidders.

- (jj) Incomplete Tender document Submissions will be deemed null and void and shall be considered non-responsive.
- (kk) Bidders must note that this bid is subject to security vetting. The top three (3) highest scoring bidders following the evaluation process will be required to undergo State Security Agency (SSA) security screening. Appointment of the successful bidder will be subject to a positive security clearance outcome. Failure to comply with the security vetting requirements may result in disqualification. Once appointed, the successful Bidder will have to ensure that all the CDC and DPWI's statutory and regulatory approvals are in place and procedures implemented, prior to any construction activities commencing. These include, but are not limited to:
- (i) Safety, Health and Environmental Management Plans;
 - (ii) Agreed Project Execution Plan;
 - (iii) Human Resource Management Plan;
 - (iv) Third Party Approvals, such as the approvals from the:
 - Department of Public Works
 - Local Authorities

The documentation for this RFP Process can be downloaded from the CDC's website: www.coega.co.za or the National Treasury e-Bid portal from **Friday, 24 July 2026 at 10h00**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

All queries relating to this BID may be addressed to Ms. Zine Mtanda, Unit Head: Supply Chain Management, strictly via e-mail: Cpttenders@coega.co.za between the period of **24 July 2026 to 14 August 2026**. No new queries received **after 14 August 2026** will be responded to.

A compulsory site briefing meeting will be held on **Tuesday, 04 August 2026, at 12h00**, at the Address: **CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape Town, 8000**, where representatives from the Coega Development Corporation and DPWI will meet prospective Bidders. The briefing minutes will be shared with the Bidders who have attended the briefing meeting and will also be published on the CDC website. **All prospective Bidders must bring a valid form of identification to be present at the security desk to be allowed entry into the building, where the briefing will be held and bids submitted**

Bidders must note that **two days** will be allocated for site visits, these visits will happen from **Tuesday, 11**

August 2026 to Wednesday, 12 August 2026 both days starting at 09:00. All bidders that require site visit on these dates must submit their **certified copy of a Valid South African Identification document on the day of the compulsory briefing, alternatively email them strictly via e-mail: Cptenders@coega.co.za, not later than Wednesday, 05 August 2026 @ 12pm for vetting to enter the Groote Schuur Estate, a National Key Point.**

The closing date and time for the receipt of complete Tender documents is **Monday, 31 August 2026 at 12:00.** One original completed Tender document and one flash drive (with one electronic Priced Schedule (PS) shall be placed in a sealed envelope clearly marked: **“CDC/277/26 REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE TOTAL UPGRADE OF GROOTE SCHUUR HERITAGE HOUSE MUSEUM IN CAPE TOWN”.** Documents must be lodged in the Lodging register and deposited in the tender box at reception in the **CDC Cape Town Office 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape Town, 8000.** All prospective Bidders must bring a valid form of identification to be present at the security desk to be allowed entry into the building.

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

Bids will be opened in public, and no late submission will be considered. Failure to provide any mandatory information required in this document will result in the submissions being deemed null and void and shall be considered non-responsive.

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 Bid must be in writing only, and must be directed to:

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

There shall be no disclosure, other than to the Client's legal and technical advisors of the Bid amounts, method of work, terms, conditions, etc., to any other Bidder nor to any parties who have not submitted Bid

Link to Annexures - [Annexure - CDC-277-26](#)

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SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/277/26	CLOSING DATE:	31 AUGUST 2026	CLOSING TIME:	12h00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE TOTAL UPGRADE OF GROOTE SCHUUR HERITAGE HOUSE MUSEUM IN CAPE TOWN				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CDC Cape Town Office, 60 St Georges Mall, 11 floor, South African Reserve Bank Building, Cape Town, 8000.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zine Mtanda		CONTACT PERSON	Zine Mtanda	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Cpttenders@coega.co.za		E-MAIL ADDRESS	Cpttenders@coega.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE FIDIC "SLIVER BOOK" AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

1. LIST OF ACRONYMS AND ABBREVIATIONS

B-BBEE	:	Broad-based Black Economic Empowerment
BS	:	British Standards
CDC	:	Coega Development Corporation
CIDB	:	Construction Industry Development Board
CIPC	:	Companies and Intellectual Property Commission
CSD	:	National Treasury's Central Supplier Database
DPWI	:	Department of public Works and Infrastructure
DNP	:	Defects Notification Period
IA	:	Implementing Agent
PC	:	Performance Certificate
RFP	:	Request for Proposal
SANS	:	South African National Standards
SME	:	Small and Medium Enterprises
NYS	:	National Youth Service
EPWP	:	Expanded Public Works Programme
VAT	:	Value Added Tax
HWC	:	Heritage Western Cape
SAHRA	:	South African Heritage Resources Agency

2. INTRODUCTION

The Coega Development Corporation (CDC) was appointed as the Implementing Agent (IA) by the Department of Public Works and Infrastructure (DPWI) Prestige Projects to implement the Museum Total Upgrade, including fire detection protection system, roof repairs, and Interior and Exterior Waterproofing.

Groote Schuur Museum was constructed in 1897 by Sir Herbert Baker an Architect for Cecil John Rhodes. A Large, ornate double-storey 'Cape Revival mansion typical of Baker's work. Two offset rectangular wings, the main reception room wing having generous verandas front and back, the second wing, being more service orientated, is built around a small courtyard. A third, a long, single-storey flanking wing, containing utility rooms, serves as a retaining structure to the service wing. Baker's reworking of traditional Cape architectural elements is seen in full display here - ornate gables, mouldings, twisted chimneys, large 'cottage pane' windows with solid-panel shutters, French doors, elaborate staircases and finely detailed and crafted Burmese teak interior joinery abound. Period elements from around the world reflecting early colonial architecture were acquired to create an 'authentic' Cape feel.

This call for RFP requests potential Turnkey Contractors to register their interest in participating in providing turnkey services, which will entail decanting, designing, execution, commissioning, Handover, and close-out of the project.

3. PROJECT SITE & LOCATION

The Groote Schuur Museum is located at the Groote Schuur Estate in Cape Town, Western Cape province. Address is Groote Schuur Estate, Rhodes Drive, Rondebosch, Cape Town, 7700, South Africa. 33°57'50"S 18°27'51"E.

4. CONDITIONS OF BID

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

4.1 General Conditions

4.1.1 Socio-Economic Transformation

The EPWP and NYS programmes form part of the project, with the CIDB-B.U.I.L.D programme also part of the project.

4.1.2 Safety, Health, Environmental & Quality Requirements

The Bidder will provide Safety, Health and Environmental plans to the CDC for approval before commencing work on site. The Bidder shall at all times adhere to and strictly comply with all applicable health and safety legislation, regulations, industry codes and CDC's Health and Safety specifications included in **(Annexure Q)**. Bidder shall note that the Facilities will be occupied and shall protect the safety of the tenant while minimizing impact to the operation of the facility.

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

4.1.3 Labour Issues During Construction

The Successful Bidder shall comply with the EPWP & NYS Specification – “**Annexure R**” (Construction Labour) during the construction stage.

4.2 Disqualification of Bidders

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

- 1) During the Bidding process;
- 2) During the Bid evaluation process;
- 3) During the Bid adjudication process;
- 4) After the Bidding process has been concluded; or
- 5) During the execution of the contract if they are found to have conducted or committed any of the following:
 - (i) The Bid is non-responsive as determined in this document under clause 10.1;
 - (ii) Not registered on the National Treasury's Central Supplier Database (CSD) at the time of concluding the procurement process, having a reasonable time to do so been afforded to the Bidder;

- (iii) Bid/Proposal Document or any of the returnable either not signed or signed by another person other than the designated signatory, per Annexure C;
- (iv) Bidders, Bidder's representatives, associates, or shareholders that sought to influence adjudication process of this Bid, or outcomes of the adjudication process, directly or indirectly;
- (v) Bidder that failed to follow or observe the lines of communication that are prescribed in the Advert;
- (vi) Any Bidder or its principals or both who have engaged in corrupt and fraudulent practices, not only with the CDC but anywhere else;
- (vii) The Bidder has misrepresented information submitted;
- (viii) Collusion among Bidders;
- (ix) The submission is late (as determined in this document);
- (x) The Bid documents have been filled in pencil and/or have correction fluid markings; or not duly signed where changes are made;
- (xi) Bidders appearing on National Treasury List of Restricted Suppliers;
- (xii) Letter of Bid (form of offer and acceptance) not signed as required;
- (xiii) Bidders who have pending liquidation, in receivership, bankrupt/insolvent (actually and commercially);
- (xiv) Bidders who have poor or negative performance reports on previous projects.

(b) All the information as listed in **Annexure F** (Pricing Schedule) must:

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

Failure to which would lead to disqualification of the Bidder.

5. CONDITIONS OF THE CONTRACT

5.1 Conditions of Contract

The Conditions of Contract for Turnkey Projects Second Edition 2017, (**FIDIC "Silver Book"**) issued by the International Federation of Consulting Engineers (FIDIC). Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel. 011 – 805 5947) or the South African Association of Consulting Engineers (Tel. 011 – 463 2022).

5.2 Letter of Bid (form of offer and acceptance)

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

6. TERMS OF REFERENCE

All proposals are to be submitted in a format specified in this enquiry (if applicable). However, Bidders are welcome to submit additional / alternative proposals over and above the originally specified format. It should be noted that adjudication will be done on the originally specified format. Successful Bidders will need to submit their proposed Implementation Programme for duration of the contract.

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

7. BID EVALUATION CRITERIA

The Bid evaluation process will consist of the following stages:

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

7.1 Responsiveness Assessment

- (a) In order for the Bidders to be considered as being responsive and eligible for the next stage of assessment it has to pass the responsiveness assessment stage. This will be determined from the submitted Bid and returnable that are listed in **Table 2** below.
- (b) If any of the items reflected in **Table 2** is not furnished fully, filled in erasable ink or not signed and initialled on each page by the duly authorised Bidders representative, then the submitted bid will be considered as null and void and shall be considered as non-responsive and will therefore not be assessed further.

RESPONSIVENESS CHECKLIST

TABLE 1: COMPLIANCE ADMINISTRATIVE REQUIREMENTS

NO.	DESCRIPTION
(1)	Completed and signed Invitation to Bid (SBD 1) . In the case of a Joint Venture/Consortium, each entity MUST provide the CSD number in the SBD 1 form.
(2)	Completed and signed Bidder's Disclosure Form (SBD 4) . In case of a Joint Venture/Consortium, a SEPARATE SBD 4 form in respect of each party to the JV MUST be completed and submitted)

TABLE 2: MANDATORY REQUIREMENTS TO BE SUBMITTED BY BIDDERS

	DESCRIPTION
(1)	Signed letter of intent to enter into JV/Consortium to be signed by all parties.
(2)	Completed and Signed Certificate of Authority of Signatory to be signed by ALL BIDDING ENTITIES and in case of a Joint Venture/Consortium the Authority of Lead Partner to sign JV/Consortium documents to be signed by all parties in the JV. Proof of authority to sign may be submitted in the form of a company resolution.
(3)	Bidder must be registered with the Construction Industry Development Board (CIDB) and must submit proof of an active CIDB grading of 7GB or higher . Emerging contractors with CIDB grading designation of 6GB PE are not eligible to make submission and will not be considered.
(4)	Signed Attendance Register at the mandatory briefing meeting. It must be completed in the name of the bidding entity. One person cannot represent more than one company . Failure to attend the compulsory briefing meeting <u>will</u> lead to the Bidder's elimination and the submission <u>will not</u> be evaluated further.
(5)	General Building Contractor: Demonstrated experience (past performance) Bidders are to provide details on one General Building Construction Project with a minimum value of R 9m , that has been completed in the past 10 years. Bidders MUST provide: (i) Appointment Letters – indicating the date, project name, description and value.

	DESCRIPTION
	(ii) Completion Certificates – indicating the date of completion and project name. certificate to be signed by the relevant signatories. (iii) Reference Letter – indicating the project name, client’s comments on the performance of the bidder and dully signed. <u>All three documents must be submitted</u> from the previous employer or consultants that they have worked with. Details of contactable reference for a minimum of 1 (one) project listed are to be included.
6	The Personnel listed below as key personnel, whom he/she proposes to employ on the contract should his offer be accepted. Complete Annexure L: (a) Electrical Engineer Services - Must be actively registered Professional Engineer / Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA) as Pr.Eng / Pr.Tech Eng.with the Engineering Council of South Africa (ECSA)—Candidate registrations will not be accepted. (b) Quantity Surveying Services – Professional Quantity Surveyor actively registered with the South African Council for the Quantity Surveying Profession (SACQSP) as Pr.QS Candidate registrations will not be accepted. (c) Civil /Wet services engineer/Structural Engineering Services – Professional Engineer / Professional Engineering Technologist actively registered with the Engineering Council of South Africa (ECSA)— as Pr.Eng / Pr.Tech Eng Candidate registrations will not be accepted. (d) Mechanical Engineering Services - Professional Engineer / Professional Engineering Technologist actively registered with the Engineering Council of South Africa (ECSA) as Pr.Eng / Pr.Tech Eng. Candidate registrations will not be accepted.
7	Fully completed, handwritten, priced Bill of Quantities filled in clearly legible with black permanent ink including the Health and Safety Bill of Quantities. In cases where the P&Gs are not priced but included within the tendered rates, the bidder must explicitly indicate as such. Failure to provide the total amount for P&Gs or to state if the amount is covered elsewhere will result in immediate disqualification. The bidder must expressly state “Included or elsewhere covered” for line items that are covered elsewhere in the Measured Works items. Non-compliance will lead to immediate disqualification. Any mistakes must be neatly crossed with one line and corrected rate written above it and initialized by the Tenderer.

	DESCRIPTION
8	Fully completed and Signed Form of Offer.

Note - Failure of Bidders to meet all the above mandatory requirements will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered for further evaluation

TABLE 3: ADDITIONAL INFORMATION

NO.	DESCRIPTION	YES	NO
(1)	As per the Amended Construction Codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover above R3 million must also submit a B-BBEE Verification Certificate issued by a SANAS-accredited verification agency, as they are required to comply with the 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R3 million are exempt from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise.”		
(2)	Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.		
(3)	Completed and signed Form SBD 7.2 Contract Form – Rendering of Services		
(4)	Supporting documents on project imperatives: (i) Plans for promoting and managing safety, health and environmental issues during the execution of the project. (ii) Plans for monitoring and applying quality assurance principles in the execution of the project. (iii) Plans for addressing socio-economic issues (with specific numbers to be achieved), which include		

	a. Maximisation of job opportunities (labour histograms); and b. Use of local material/local suppliers;		
(5)	Bidders must complete and sign the Protection of Personal Information Act (POPIA) Consent Form.		
(6)	Tenderers must provide a Valid Compensation Fund letter of good standing. In case of Consortium or Joint Venture, The Tenderers forming the JV must provide a separate letter of good standing per entity.		
(7)	Complete and duly sign Annexure M of the RFP to provide a detailed record/list of contactable references for all previous completed with a value greater than R 9 million of a similar nature (General Building Construction).		

- **Note:** In respect of the CIDB Standard for Indirect Targeting & Enterprise Development and the Standard for Skills Development, there are No returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the contractor with the required documents which shall be completed by the contractor and submitted within the stipulated period

7.2 Stage 2: Functionality Assessment

- Proposals that meet the Responsiveness Assessment will be adjudicated further on Quantity/functionality.
- The Bidder must meet a minimum of 70 points in accordance with the criteria presented in Table A1, below. Table A2 presents details on how the scoring will be carried out.
- Bids that do not meet the minimum threshold score of 70 points following the Quantity/functionality assessment shall not be considered.

Table A1: Functionality Criteria for Contract No CDC/277/26

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
1	Completeness and Quality of the Technical Proposal	The Bid needs to submit a complete Technical Proposal, including Heritage Architectural Elements to be repaired and planned maintenance for the Heritage Museum, which should include decanting, designing, execution, commissioning, Handover, and close-out methods to be adopted in implementing the Project. They should consist of Sections/Annexures covering Quality Management Plan, Risk Management Plan, Environmental Management Plan, Labour Management Plan, and Plan for Safety, Decanting Plan & Security Measures.	10	A clear demonstration of the Bid's understanding of the project scope, objectives, and deliverables. Provide a detailed description of the proposed approach for the decanting, designing, execution, commissioning, handover, and close-out . Provide a thorough methodology for ensuring quality, safety, and environmental compliance—detailed work breakdown structure (WBS), Quality management plan. i. Inspection and testing procedures. ii. Certification and accreditation of the Bid's QA/QC systems. iii. Decanting processes
2	Completeness of the Milestone Schedule	The Milestone Schedule is to be complete with all key deliverables, with meaningful sequencing, reflecting resource allocation, and clearly indicating the assumptions made.	5	Overall schedule is Clear, logical, and professionally presented. All major phases (e.g., design, decanting, construction, commissioning), close out and the Defects Notification Period (DNP) is identified with milestones. Breakdown of activities under each milestone for clarity.

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
				Clearly defined start and completion dates for each milestone and activity. Critical path activities and their dependencies are identified.
3	Completeness, Experience and Skills Level of the Project Team	Professional Structural /Civil Engineer - Pr. Eng / Pr. Tech Eng (ECSA)	5	Bidders must provide information that covers the level of experience and the positions held as a professional engineer/ professional Engineering Technologist post-qualification. CVs shall be set out so that years' experience in this specific role can be determined, with a minimum of five (5) years of work experience pertaining to the specific nature of the project in the specific role.
		Professional Electrical Engineer Pr. Eng / Pr. Tech Eng (ECSA).	5	
		Professional Quantity Surveying PrQS (SACQSP)	5	
		Professional Mechanical Engineer Pr. Eng / Pr. Tech Eng (ECSA).	5	
4	Demonstrated experience and past performance in comparable/equivalent projects executed by the Bidder – Construction and maintenance of buildings	Demonstrated experience and past performance in comparable projects. The Bidder should provide a list of at least 3 projects that were implemented in the last 5 years.	20	This criterion covers the experience and knowledge that the Bidder has of previously completed construction projects that are comparable in terms of complexity, size, value, and construction duration. Bidders are to provide details on construction projects with the highest value that have been completed in the past 5 years. The submitted projects MUST specifically involve the construction and maintenance of buildings

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
				Bidders MUST provide appointment letters, completion certificates, performance reports ((in the template provided in Annexure T), and Client completed reference letters (project scope, value, and completion date) as a PACK per completed project from the previous employer or consultants that they have worked with. Details of two (2) contactable references for each project listed are to be included with your bid submission. Note: Bidders must complete and submit performance reports that provide an assessment of the Bidder's past performance. Performance reports that do not show proof of past performance will not be considered in evaluating this functionality criteria.
5	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 in the Western Cape Province. Bidders to submit proof of address.	10	The bidders must submit proof of office establishment as evidence to demonstrate locality. The evidence required should be in the form of a Title Deed in the name of the Bidder, a Valid signed Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible), a Municipal account not older than 3 months in the

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
				name of the Bidder, or a Municipal Billing Clearance Certificate in the name of the Bidder. Failure to submit sufficient proof of occupancy will render the bid non-responsive. Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space
6	Local SMME Participation	Bidders to indicate their commitment for sub-contracting to QSEs / EMEs or complete Form K	10	Commitment to sub-contracting to QSEs / EMEs or complete Form K
7	Experience of construction management team	Bid to provide CVs as a minimum of the following personnel:		The bidders are to provide information that covers the level of qualifications, experience and competency (Specific to the Contracts Manager, Site Agent). Bidders must provide copies of CVs and qualifications. CVs to make specific reference to relevant experience and position held in construction projects. If no copies of qualifications are supplied, no score will be allocated. Please note below: NQF 6: National Diploma and Advanced Certificate in the Built Environment
		• Construction Manager/Project Manager	10	
		• Site Agent	10	
		• Foreman	5	

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
				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 in the Built Environment NQF 9: Master's Degree in the Built Environment NQF 10: Doctor's Degree in the Built Environment NB. If Bidders submit foreign qualification they must submit SAQA certificate that converts the equivalence of qualification to NQF Level
TOTAL			100	

Table A2: - FUNCTIONALITY SCORING for Contract No CDC/277/26

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

			Management, Plan, 5. Plan for Safety & Security Measures 6. Decanting plan	Security Measures 6. Decanting plan		Security Measures, and Decanting plan 1. Quality Management Plan(QMP), 2. Risk Management Plan, 3. Environmental Management Plan, 4. Labour Management, Plan, 5. Plan for Safety & Security Measures 6. Decanting plan
2	Completeness of the Milestone Schedule	Failed to provide information	Includes some key deliverables, sequencing not meaningful, resource allocation and assumptions	Includes all key deliverables, sequencing not meaningful, resource allocation and assumptions not included	Includes all key deliverables, sequencing meaningful, either resource allocation or assumptions not included	Complete, all key deliverables indicated, meaningful sequence, resource allocation included, and assumptions

				either scanty or not included			made clearly stated. Schedule shows critical path.
3	Completeness, Experience and Skills Level of the Project Team in the built environment	Civil Engineer /Structural Engineering Technologist	Failed to provide information	Less than 3 years' experience as Civil/ Structural Engineer post qualification.	>3 - 6 years' experience as Civil/ Structural Engineer post qualification.	>6 - 10 years' experience as Civil/ Structural Engineer post qualification.	>10 years of experience as a Civil/ Structural Engineer post qualification.
		Electrical Engineer	Failed to provide information	Less than 3 years of experience as an Electrical Engineer post-qualification.	>3 - 6 years of experience as an Electrical Engineer post-qualification.	>6 - 10 years of experience as an Electrical Engineer post-qualification.	>10 years of experience as an Electrical Engineer post-qualification.
		Mechanical Engineer	Failed to Provide information	Less than 3 years' experience as Mech Engineer post qualification.	>3 - 6 years' experience as Mech Engineer post qualification.	>6 -10 years' experience as Mech Engineer post qualification.	>10 years of experience as Mech Engineer post qualification.
		Quantity Surveyor	Failed to provide information	Less than 3 years' experience as a Quantity	>3 - 6 years' experience as a	>6 - 10 years' experience as a	>10 years of experiencepost qualification

				Surveyor post qualification	Quantity Surveyor post qualification	Quantity Surveyor post qualification	
4	Demonstrated experience and past performance in comparable/equivalent projects executed by the Bidder – Construction and maintenance of buildings	Demonstrated experience and past performance in comparable projects. The Bidder should provide at least 1 project that was implemented in the last 5 years	Failed to provide information	1 similar project completed in the last 5 years less than R9 million (incl. VAT)	1 similar project completed in the last 5 years of R9 million (incl. VAT) or more.	2 similar projects completed in the last 5 years of R9 million (incl. VAT) or more per single value of project.	More than 2 similar projects completed in the last 5 years of R9 million (incl. VAT) or more per single value of project.
5	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 Biding entity).		Failed to provide information	Outside Western Cape Province	Based in Western Cape Province	Based within the West Coast, Overberg and Cape Winelands District Municipality.	From City of Cape Town Municipality

	Printed CSD, statement of account and CIPC Registration document will not be considered as a proof of locality.						
6	Commitment to sub-contracting with QSEs/ EMEs. <i>Note 1: The overall Percentage on Form K will be utilized to allocate points.</i>		No Commitment to sub-contracting to QSEs / EMEs or Failed to complete form K	Commitment to sub-contracting less than 36% to QSEs/ EMEs (Percentage confirmed on Form K)	Commitment to sub-contracting 36% to QSEs / EMEs (Percentage confirmed on Form K)	Commitment to sub-contracting more than 36% up to 37% QSEs/ EMEs (Percentage confirmed on Form K)	Commitment to sub-contracting more than 37% to QSEs / EMEs (Percentage confirmed on Form K)
7	Experience of Construction management Team, on Heritage projects	Project Manager/ Construction Manager	Provided but limited Experience	National Diploma / NQF Level 6 Certificate in the built environment with 1 -3 years' experience as Project Manager/Construction Manager	National Diploma / NQF Level 6 Certificate in the built environment and a registration with SACPCMP as a Pr. CM/CPM or ECSA registration as a Pr. Technician (Pr. Techni) with >3 - 6 years' experience as	BSc / B – Tech / NQF Level 7 Certificate in the built environment and a registration with SACPCMP as a Pr. CM/CPM or ECSA registration as a Pr. Engineer (Pr. Eng) or Pr. Technologist (Pr. Tech. Eng) with >6 – 10 years' experience	Honours / NQF Level 8 in the built environment and a registration with SACPCMP as a Pr. CM/CPM or ECSA registration as a Pr. Engineer (Pr. Eng) or Pr. Technologist (Pr. Tech. Eng) with more than 10 years'

					Project Manager/Constructi on Manager	Project Manager/Construction Manager	experience as Project Manager/Constructi on Manager
		Site Agent	Provided but limited Experience	Short courses in the built environment – Certificate of attendance with 1 -3 years' experience as Site Agent	National Diploma/ NQF Level 6 Certificate in the built environment with >3 - 6 years' experience as Site Agent	National diploma/ NQF Level 6 Certificate in the built environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as Pr. Technician (Pr. Techni) >6 – 10 years' experience as Site Agent	BSc / B-Tech/ NQF Level 7 in the built environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as Pr. Engineer (Pr. Eng) or Pr. Technologist (Pr. Tech. Eng) with more than 10 years' experience as Site Agent
		Foreman	Provided but limited Experience	1 -3 years' experience as a Foreman	>3 – 6 years' experience as a Foreman	>6 – 10 years' experience as a Foreman	More than 10 years' experience as a Foreman

A maximum of 100 Evaluation points will be awarded with respect to functionality scoring

A Minimum of 70 points of the total number of points will be required to be considered further.

- Key Personnel will be expected to be available for site and other meetings (coordination and technical meetings) as the exigencies of this project require
- Should it be necessary to replace or supplement any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirement, and only on approval by the Employer.
- Details of Key personnel for this project must be included in Proposed Key Personnel (**Annexure L**) of the RFP

7.3 Stage 3: Quantitative Assessment

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

Table 6: Allocation of Points

Area of Adjudication	Maximum Points
Bided Price (S_P)	80.00 or 90
Specific goals (S_E)	20.00 or 10
Total Points (S)	100.00

PREFERENCE POINT SYSTEMS

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

$$P_s \quad \text{OR} \quad P_s$$

$$= 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right] \quad = 90 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where

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

Points for Specific Goals shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Table 7: Allocation of Points

B-BBEE Status Level of Contribution	Number of points	Number of points
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 compliant	0	0

7.4 Stage 4: Qualitative Analysis

- (a) Qualitative Assessment will be conducted on all the Bidders that passed the functionality Assessment to ascertain other possible commercial risks pertaining to the Bidder's capacity, past performance and other risks.
- (b) The performance reports of Bidders which have previous exposure with CDC will be assessed to mitigate performance risks.
- (c) The Bidders will also be checked on National Treasury Database of Restricted Suppliers as well as National Treasury list of Bid Defaulters.
- (d) The BOQ will be scrutinised to identify arithmetic errors and to compare the total Bid offer with the cost estimate and the market related price.
- (e) The Bidders will be assessed on their procurement integrity to establish whether the Bidder or any of its directors been convicted of a corrupt or fraudulent act in competing for or executing any contract, whether the Bidder or any of its directors is currently government employees and whether there is conflict of interests and/or collusion.
- (f) Bidder/s that reached this stage may be invited to a Clarification Meeting where they may be requested to demonstrate capacity and capability to execute the works with the Bided price offered and also to consider any other potential risks.

7.5 State Security Agency vetting processes

- (a) During the Bid Evaluation process, the committee must identify the highest scoring Bidders to be vetted by the State Security Agency to execute the project at National Key Point.
- (b) The Bidders must submit the required documents to **CDC**.
- (c) The highest scoring Bidder that is cleared by the State Security Agency will be eligible for appointment for the project.

8. COPYRIGHT

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

9. CONFIDENTIALITY AND MEDIA PROTOCOL

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

ANNEXURES RETURNABLE SCHEDULES

RETURNABLE SCHEDULES

List of Returnable Documents

10. ANNEXURES

ANNEXURE A	: SBD1: INVITATION TO BID
ANNEXURE B	: SBD4: BIDDER'S DISCLOSURE
ANNEXURE C	: SBD 7.2: CONTRACT FORM - RENDERING OF SERVICES
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ANNEXURE O	: PROFORMA OCCUPATION AND HEALTH AGREEMENT
ANNEXURE P	: C.Q.4 FORM OF PERFORMANCE SECURITY (SCHEDULE 18)
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ANNEXURE S	: CONTRACT PARTICIPATION GOAL: EME / QSE TARGET FORM
ANNEXURE T	: STATE SECURITY AGENCY REQUIREMENTS
ANNEXURE U	: PROJECT DOCUMENTATION

ANNEXURE A

SBD 4: BIDDER'S DISCLOSURE FORM

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

ANNEXURE B

SBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

ANNEXURE C

AUTHORITY OF SIGNATORY

ANNEXURE C AUTHORITY OF SIGNATORY

FORM A: Authority for Signatory

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

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

A. Certificate for Company

I,, chairperson

of the board of ,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20..., Mr/Ms

acting in the capacity of , was authorised to sign all documents in connection with this Bid for Contract No. CDC/277/26 and any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

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

....., hereby authorise

Mr/Ms

acting in the capacity of , to
sign all documents in connection with this Bid for Contract No CDC/277/26 and any contract
resulting from it on our behalf.

Name	Address	Signature	Date

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

Certificate for Joint Venture (Continue)

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

Mr/Ms , authorized signatory of the company

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

partner, to sign all documents in connection with this Bid for Contract No CDC/277/26 and any contract resulting from it on our behalf.

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

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

Certificate for Sole Proprietor

I, _____, hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

Certificate for Close Corporation

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

.....
..... hereby authorise Mr/Ms
.....

acting in the capacity of
....., to sign all
to sign all documents in connection with this Bid for Contract No CDC/277/26 and
any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

ANNEXURE D

SBD 6.1: PREFERENCE POINTS CLAIM FORM

ANNEXURE D

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 Either the 80/200 or 90/10 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

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

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

1.3 To be completed by the organ of state:

The maximum points for this Bid are allocated as follows:

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

1.4 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the Bid, will be interpreted to mean that preference points

for specific goals are not claimed.

- 1.5 The organ of state reserves the right to require of a Bidder, either before a Bid 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) **“Bid”** 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 Bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money Bided 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) **“Bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the Bid. For the purposes of this Bid the Bidder 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 Bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the Bid documents, stipulate in the case of—
- (a) any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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 Bid	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the Bidder)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Level 1 Contributor	10	20		
Level 2 Contributor	9	18		
Level 3 Contributor	6	14		
Level 4 Contributor	5	12		
Level 5 Contributor	4	8		
Level 6 Contributor	3	6		

Level 7 Contributor	2	4		
Level 8 Contributor	1	2		
Non-compliant contributor	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the Bid, 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 Biding 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 Bidder 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 BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

ANNEXURE E

PRICING SCHEDULE

ANNEXURE E

PRICING SCHEDULE

Pricing Instruction:

1. Original completed pricing Schedule and Prices filled in clearly legibly with permanent ink and duly signed.
2. The Total Bid Amount (Incl. VAT) is to be carried to the Letter of Tender (Form of Offer), this is a **FIXED CONTRACT WITH NO VARIATION, ESCALATION, AND ADJUSTMENTS**.
3. The Employer shall not be responsible for any error, inaccuracy or omission of any kind in the Employer's requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy of completeness of any data or information. The Employer shall not relieve the contractor from the contractor's responsibility for the execution of the Works.
4. Bidders to include the Provisional Sum stated by the Employer in its Financial proposal.
5. Bidder is to account for all risks due to unforeseen costs in their financial proposals that may not have been considered by the employer.
6. Bidders must account for escalation in their financial offering and are to form part of the rates.
7. Bidders' Price offer will be inclusive of sundries, rates, taxes, and levies for the planning and execution of works.
8. Bidders must price Expended Public Works Programme (EPWP) and National Youth Service (NYS) and the Safety, Health, and Environment Quality (SHEQ) sections and include the sub-totals in the pricing schedule, which is the all-inclusive schedule

Pricing Schedule:

All Inclusive Pricing Schedule			
	DESCRIPTION	UNIT	AMOUNT
	PROJECT EXECUTION		
A	EXTERIOR BUILDING WORKS		
1	ROOFS	Sum	
2	RAINWATER GOODS	Sum	
3	BALCONIES	Sum	
4	WINDOWS & DOORS & SHUTTERS	Sum	
5	EXTERNAL WALL REPAIRS AND REDECORATION	Sum	

All Inclusive Pricing Schedule			
	DESCRIPTION	UNIT	AMOUNT
6	BALUSTRADES & METAL WORK	Sum	
	Sub-Total A		
B	INTERIOR BUILDING WORKS		
1	PLASTER AND DAMP REPAIR	Sum	
2	PAINTWORK	Sum	
3	INTERNAL DOORS	Sum	
4	TIMBER WALL PANELLING	Sum	
5	CEILINGS	Sum	
6	FLOORS	Sum	
7	STAIRCASES	Sum	
	Sub-Total B		
C	BUILDING SERVICES		
1	HVAC	Sum	
2	ELECTRICAL WORK	Sum	
3	PLUMBING SERVICES	Sum	
4	FIRE SERVICES	Sum	
	Sub-Total C		
D	CONSERVATION WORKS		
1	ALLOWANCE FOR WORK BY SPECIALIST	Sum	
	Sub-Total D		
E	EXTERNAL SITE WORKS		
1	HARD LANDSCAPING	Sum	
2	CIVIL AND SITE SERVICES	Sum	
	Sub-Total E		

All Inclusive Pricing Schedule			
	DESCRIPTION	UNIT	AMOUNT
	Sub-Total - F (Sub-Total A-E)		
1	CPG Programme Initiative- Enterprise Development at 5% of Sub-Total F	%	
2	Contractor's Preliminaries & General Costs	Sum	
3	Professional fees	Sum	
	Sub Total G (Sub-total F + Contractors Preliminaries & General + Professional Fees)		
1	CPG Programme Initiative- Skills Development at 2% of Sub-Total G	%	
2	NYS & EPWP (carried from NYS EPWP BoQ)	Sum	
3	Decanting Provision (Archiving, protection, storage, and placing back in position)	Sum	
4	OHS and Environmental (Carried from SHEQ Schedule BoQ)	Sum	
	Sub Total H (All CPG Skills + CPG Entrepreneurship + CIDB best Practice + NYS & EPWP + Decanting Provision + OHS and Environmental)		
	VAT (15%)	%	
GRAND Total (Sub-Total H + VAT)			

SHEQ Schedule

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

PROJECT NAME: CDC/277/26: Heritage Museum - Total upgrade of house (Fire Detection Protection System, Roof Repairs, Waterproofing)

EXPANDED PUBLIC WORKS PROGRAMME: National Youth Service

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
200	<u>SECTION NO</u> <u>BILL BO</u> <u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS</u> <u>PREAMBLES</u> Bidders are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly (SL 06.01)				
200,01	<u>TRAINING OF YOUTH WORKERS</u> (TARGET): 12 YOUTH WORKERS <u>Orientation, Life skills development and technical training:</u>				
200.01.01	Orientation and Life skills development training for an average of 10 days and a Technical Training skills for an average of 70 days per youth worker (ref. SL 09.01.01 and ref. SL 09.01.02).	PC Sum		PC Sum	R 269 069,45
200.01.02	Provide Medical Surveillance	PC Sum		PC Sum	R 5 822,56
200.01.03	Payment Reduction due to not meeting the training target (ref. SL 010)	Youth-worker	2 500,00		
200.01.04	Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above) (ref. SL 011)	Percentage	274 892,01	%	R
200,02	<u>EMPLOYMENT OF YOUTH WORKERS AND TRAVELING DURING ON-SITE</u>				
200.02.01	Employment of youth workers (ref. SL 012 and ref. SL 013)	PC Sum		PC Sum	R 485 843,72
	The unit of measurement shall be the number of youth workers at the labour rate of R126.64 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate Bided shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months appointment for youth workers. The traveling is based on R63 per day return trip/youth worker.				
200.02.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	485 843,72	%	
200,03	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS, AND PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u>				
200.03.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers. Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 014 and ref. SL 015)	PC Sum		PC Sum	R 37 264,38
200.03.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	37 264,38	%	
200,04	<u>APPOINTMENT OF YOUTH TRAINING COORDINATOR AND / YOUNG PROFESSIONALS</u>				

200.04.01	Appointment of Youth Training Coordinator/s for the duration of the contract (ref. SL 016)	PC Sum		PC Sum	N/A
200.04.02	Appointment of Young Professional/s within the contract	PC Sum		PC Sum	N/A
200.04.03	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	N/A	%	N/A
200,05	LOGISTICS FOR EXIT WORKSHOPS (ref. SL 17)				
200.05.01	Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System).	PC Sum	1,00	29 112,80	R 29 112,80
200.05.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	Percentage	29 112,80	%	
Total offer must be carried over to Summary Page - FAILURE TO TRANSFER TOTAL OFFER ON FINAL SUMMARY PAGE WILL RESULT IN ELIMINATION.					
R					
NOTE: Item on Profit and attendance - Rate must be completed in percentages (%) and total calculation be inserted to add in the total offer.					

BIDDER'S NAME: _____

BIDDER'S REPRESENTATIVE: _____

BIDDER'S SIGNATURE: _____ **DATE:** _____

ANNEXURE F

Agreement and Contract Data

LETTER OF BID (AS A FORM OF OFFER)

ANNEXURE F

LETTER OF BID (AS A FORM OF OFFER)

1.1. LETTER OF BID

Contract Description: Contract No.: CDC/277/26: Request for Proposals: EPC/Turnkey Project:
REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE
TOTAL UPGRADE OF GROOTE SCHUUR HERITAGE HOUSE MUSEUM IN CAPE TOWN

NAME OF CONTRACTOR: _____

TO: Coega Development Corporation (PTY) Ltd
Cape Town Office
60 St Georges Mall
11 floor, South African Reserve Bank Building
Cape Town
8000.

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

(currency and amount in figures)

(currency and amount in words)

2. I / We agree to abide by this Bid until _____ [date] and it shall remain binding upon us and may be accepted at any time before that date. If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the abovenamed documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Performance Guarantees. I / We understand that you are not bound to accept the lowest or any Bid you may receive.

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

duly authorised to sign Bids for and on behalf of:

NAME OF BIDDER:

ADDRESS:

.....

.....

NAME AND SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE:

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS):

ANNEXURE G

PARTICULAR CONDITIONS – CONTRACT DATA

Particular Conditions Contract Data

DATA PROVIDED BY THE EMPLOYER

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

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

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

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

Contract Data

The following contract specific data are applicable to this Contract:

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

1.1.24	Defects Notification Period (DNP)	90 Days
1.1.27	Employers name and Address:	Name: COEGA DEVELOPMENT CORPORATION (Pty) Ltd Address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000
1.1.30	The Employers Representative	Address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000
1.1.76	Time to completion	21 Months, including designs and all required council and departmental approvals.
1.3 Notices and Other Communications		
1.3(a)(ii)	Agreed methods of electronic transmission	System of electronic communication accepted for communications via email only and not via SMSs, mms, WhatsApp or any other social media platform
1.3(d)	Address of Employer for communication	Physical address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000 Email address: Cpttenders@coega.co.za
1.3(d)	Address of Employer's Representative for communication	Physical address: CDC Cape Town Office, 60 St Georges Mall, 11 th floor South African Reserve Bank Building. 8000 Email address: Cpttenders@coega.co.za
1.4 Law and Language		
1.4	Governing Law	Republic of South Africa
1.4	Ruling Language	English

1.4	Language for Communications	English
1.8	Number of additional paper copies of Contract	Care and Supply of Documents – 2No.
1.14	Total liability of the Contractor to the Employer under or in connection with the Contract	Limitation of Liability: The total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed 150% of the Contract Price, except for liability arising from the Contractor's gross negligence and wilful misconduct.
2.1 Right of Access to the Site		
2.1	After the Contract comes into full force and effect, the Contractor shall be given right to access to all or part of the Site within	14 Days subject to the Contractor providing the Employer with: • SHE File compliant with scope of work and Annexure P • Construction Permit/Notification of Construction Work • Detailed Construction Program • Performance Security
4.2 Performance Security		
4.2	Performance Security:	10% of the Contract Price until the date of the Taking-Over Certificate is issued in accordance with clause 10; and 5% until the date the Performance Certificate is issued in accordance with clause 11.9
4.3 Contractor's Representative		
4.3	Contractors Representative	Name: _____
4.4 Subcontractors		
4.4(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	60%
4.4(b)	Parts of the Works for which subcontracting is not permitted	None
4.4	Subcontractors for which the Contractor shall give Notice before appointment.	All Subcontractors

4.19 Temporary Utilities		
4.19	Period of payment for temporary utilities	30 Days
6.5 Working Hours		
6.5	Normal working hours on the Site	07h30 – 17h30 weekdays
8.1 Commencement of Works		
8.1	Commencement of Works	In the third paragraph Insert “Purchase and installing” before the word “execution”
8.3 Programme		
8.3	Programme	The programme shall be submitted in MS Project format as well as in colour PDF format.
8.8 Delay Damages		
8.8	Delay Damages:	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: • 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 the interim payment certificate until the maximum cap is reached, up to 5% limit of the total contract value.
14.3(iii)	Limit of Retention Money (as percentage of the Contract Price)	10% of Contract Value
14.7 Payment		
14.7(b)(i)	Period of Employer to make interim payments to the Contractor under Sub-Clause 14.6 [<i>Interim Payment</i>]	30 Days
14.7(b)(ii)	Period of Employer to make interim payments to the Contractor under Sub-Clause 14.13 [<i>Final Payment</i>]	30 Days
14.7(c)	Period for the Employer to make final payments to the Contractor	30 Days
14.8 Delayed Payment		
14.8	Financing charges for delayed payments (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	0%
14.15 Currencies of Payment		
14.15	Currencies for payment of Contract Price	South African Rand (ZAR)
19.1 Insurance (General Requirements)		
19.1	Period for submission of insurance:	Evidence of insurance: 14 days Relevant policies: 14 days
19.2 Insurance to be provided by the Contractor		
19.2(1)(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%).	15 % to apply
19.2(1)(iv)	List of Exceptional Risk which shall not be excluded from the insurance cover for the Works.	None
19.2.2	Extent of insurance required for Goods	100%

	Amount of insurance required for Goods	
19.2.3(a)	Amount of insurance required for liability for breach of professional duty.	150% of design component of the contract
19.2.3(b)	Period of insurance required against liability for fitness for purpose	Yes / No (Delete as appropriate)
19.2.3	Period of insurance required for liability for breach of professional duty	10 Years
19.2.4	Amount of insurance required for injury to persons and damage to property.	R10million per claim and R50million in the aggregate, or such insurance provided by the Contractor in excess of the stated values
19.2.6	Other insurance required by Laws and by local practice (give details) Amount of Insurance required for Museum Artifacts and assets.	(1) South African Special Risks Insurance Association (SASRIA) (2) R 33 million or such insurance provided by the Contract in excess of the stated value.
21.1 Constitution of the DAAB		
21.1	Time for appointment of DAAB	21 Days
21.1	The DAAB shall comprise	1 Member
21.2 Failure to Appoint DAAB Member(s)		
21.2	Appointing entity (official) for DAAB members	Association of Arbitrators (Southern Africa)

ANNEXURE H

PARTICULAR CONDITIONS– CONTRACT CONDITIONS

Particular Conditions

The Particular Conditions are:

Clause No	Description
Sub-Clause 1.1	Sub-Clause 1.1 - Definitions
1.1.4	Commencement Date <i>The date as stated in the Employers Noticed issued under Sub-Clause 8.1[Commencement of Works]</i>
1.1.7	Delete and Replace Sub-Clause 1.1.7 with the following: "Contract" means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.
1.1.8	Contract Agreement The Agreement entered by both Parties in accordance with Sub-Clause 1.6[Contract Agreement}, including any annexed memoranda
1.1.27	Add the following to Sub Clause 1.1.27: "Employer" and "Client" shall be used interchangeably and shall be the Coega Development Corporation (Pty) Ltd
1.1.12	Contractor's Documents means the documents prepared by the Contractor as described in Sub-Clause 5.2 [Contractor's Documents], including calculations, digital files, computer programs and other software, drawings, manuals, models, specifications and other documents of a technical nature.
1.1.62	Delete and Replace Sub-Clause 1.1.62 with the following: "Schedules" means the document(s) entitled Bid Schedules, completed by the Contractor and submitted with his Bid offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists and schedules of rates and/or prices, Asset Replacement Schedule and Operating & Maintenance Manuals/Schedules.

Clause No	Description
1.1.73	Delete and Replace Sub-Clause 1.1.73 with the following: "Bid" means that section of the Form of Offer and Acceptance called Offer and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.
1.1.78	Variation Any change to the Works, Which is instructed as a variation under Clause 13(Variation and Adjustments)
Sub-Clause 1.2	Sub-Clause 1.2 – Interpretation In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; and "he", "his" and "himself" shall be read as "he/she", "his/her" and "himself/herself" respectively; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word "agree" , "agreed" or "agreement" require the agreement to be recorded in writing; (d)"written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; (e)"may" means that the Party or person referred to has the choice of whether to act or not in the matter referred to; (f)"shall" means that the Party or person referred to has an obligation under the Contract to perform the duty referred to; (g)"consent" means that the Employer or the Contractor (as the case may be agrees to, or gives permission for, the requested matter; (h)"including", "include" and "includes" shall be interpreted as not being limited to, or qualified by, the stated items that follow; words indicating persons or parties shall be interpreted as referring to natural and legal persons (including corporations and other legal entities); and "execute the Works" or "execution of the Works" means decanting, designing, execution, commissioning, Handover, and close-out and the remedying of any defects. In any list in these Conditions, where the second-last item of the list is followed by "and" or "or" or "and/or" then all of the list items going before this item shall also be read as if they are followed by "and" or "or" or "and/ or" (as the case may be).

Clause No	Description
	The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
Sub-Clause 1.5	Sub-Clause 1.5 - Priority of Documents “The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) the Contract Agreement; (b) the Particular Conditions Part A - Contract Data; (c) the Particular Conditions Part B - Special Provisions; (d) these General Conditions; (e) the Employer's Requirements; (f) the Schedules; (g) the Bid; (h) the JV Undertaking (if the Contractor is a JV); and (i) any other documents forming part of the Contract If a Party finds an ambiguity or discrepancy in the documents, that Party shall promptly give a Notice to the other Party, describing the ambiguity or discrepancy. After giving or receiving such Notice, the Employer shall issue the necessary clarification or instruction
Sub-Clause 1.6	Sub-Clause 1.6 – Contract Agreement The Contract shall come into full force and effect on the date stated in the Contract Agreement. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer. If the Contractor comprises a JV, the authorised representative of each member of the J shall sign the Contract Agreement
Sub-Clause 1.8	Sub-Clause 1.8 – Care and Supply of Documents Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until submitted to the Employer. The Contractor shall supply to the Employer one paper-original, one electronic copy (in the form as specified in the Employer's Requirements or, if not stated, a form acceptable to the Employer) and

Clause No	Description
	additional paper copies (if any) as stated in the Contract Data of each of the Contractor's Documents. The Contractor shall keep at all times, on the Site, a copy of: (a) the Contract; (b) the records under Sub-Clause 6.10 [Contractor's Records] and Sub-Clause 20.2.3[Contemporary records]; (c) the publications (if any) named in the Employer's Requirements; the Contractor's Documents; and (d) Variations, Notices and other communications given under the Contract. The Employer's Personnel shall have right of access to all these documents during all normal working hours, or as otherwise agreed with the Contractor. If a Party becomes aware of an error or defect whether of a technical nature or otherwise) in a document which was prepared by (or on behalf of the Contractor for use in the execution of the Works, the Party shall promptly give a Notice of such error or defect to the other Party. The Contractor shall then promptly rectify the error or defect at the Contractor's risk and cost.
Sub-Clause 1.11	<i>Sub-Clause 1.11 – Confidentiality</i> The Contractor shall disclose all such confidential and other information as the Employer may reasonably require in order to verify the Contractor's compliance with the Contract. The Contractor shall treat all documents forming the Contract as confidential, except to the extent necessary to carry out the Contractor's obligations under the Contract. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the Employer's prior consent. The Employer and the Employer's Personnel shall treat all information provided by the Contractor and marked "confidential", as confidential. The Employer and the Employer's Personnel shall not disclose or permit to be disclosed any such information

Clause No	Description
	to third parties, except as may be necessary when exercising the Employer's rights under Sub-Clause 15.2 [Termination for Contractor's Default. A Party's obligation of confidentiality under this Sub-Clause shall not apply where the information: (a) was already in that Party's possession without an obligation of confidentiality before receipt from the other Party; (b) becomes generally available to the public through no breach of these Conditions; or (c) is lawfully obtained by the Party from a third party which is not bound by an obligation of confidentiality.
Sub-Clause 2.3	Employer's Personnel (i) Delete "and the Employer's other Contractors" (ii) Add the following paragraph to this Sub-Clause 2.3: "The Employer shall ensure that the Employer's other Contractors (if any) on the Site are aware of the Principal Contractor's obligations in terms of Sub-Clauses 4.6 and 4.8.
Sub-Clause 2.4	Sub-Clause 2.4 – Employer's Financial Arrangements Delete this Sub-Clause.
Sub-Clause 3.1	Sub-Clause 3.1 – Employers Representative's Duties And Authority Add the following at the end of paragraph three: "The Employers Representative shall obtain the specific approval of the Employer for the execution of the following functions or duties: (a) The award of claims in respect of extensions of time Sub-Clause 8.5 (b) The issuing of Variation Orders, in terms of Sub-Clause 13.3. (c) The award of claims in respect of additional costs.
Sub-Clause 3.4	Sub-Clause 3.4 – Instructions

Clause No	Description
	The Employer may, through the Employer's Representative or an assistant as stated below, issue to the Contractor (at any time) instructions which may be necessary for the execution of the Works, all in accordance with the Contract. Each instruction shall state the obligation(s) to which it relates and the Sub-Clause (or other term of the Contract) in which the obligation(s) are specified. The Contractor shall only take instructions from the Employer's Representative or an assistant to whom the appropriate authority to give instruction has been delegated by a Notice given under Sub-Clause 3.2 [Other Employer's Personnel]. Subject to the following provisions of this Sub-Clause, the Contractor shall comply with the instructions given by the Employer's Representative or delegated assistant, on any matter related to the Contract. If an instruction states that it constitutes a Variation, Sub-Clause 13.3.1 [Variation by Instruction] shall apply. If not so stated, and the Contractor considers that the instruction: (a) constitutes a Variation (or involves work that is already part of an existing Variation); or (b) does not comply with applicable Laws or will reduce the safety of the Works or is technically impossible the Contractor shall immediately, and before commencing any work related to the instruction, give a Notice to the Employer with reasons. If the Employer does not respond within 7 days (or such other time as may be agreed between the Parties) after receiving this Notice, by giving a Notice confirming, reversing or varying the instruction, the Employer shall be deemed to have revoked the instruction. Otherwise the Contractor shall comply with and be bound by the terms of the Employer's response.
Sub-Clause 3.5	Sub-Clause 3.5 – Agreement or Determinations Delete the second paragraph and replace with: “The Employers Representative shall obtain the Employer’s specific approval to give notice to both Parties of each agreement and determination, with supporting particulars. Each party shall give effect to each agreement and determination unless

Clause No	Description
	and until revised under Sub-Clause 21.1 [Claims, Disputes and Arbitration]"
Sub-Clause 4.2	Sub-Clause 4.2 – Performance Security <i>Delete the first paragraph of Clause 4.2.1</i> <i>Replace paragraph three with the following:</i> “The Contractor shall deliver the Performance Security to the Employer within 28 days of the date of issue of the Letter of Acceptance, with a copy to the Employers Representative. The Performance Security shall be issued by a Bank or Insurance Company registered or licensed to do business in the Republic of South Africa and having an Office or Banking Facility in the Republic of South Africa and shall be subject to approval by the Employer and shall be in the form prescribed in the project documents or in another form approved by the Employer.” <i>Add the following to the end of Sub-Clause 4.2:</i> “The above shall apply in respect of portions of work carried out by SMME’s, except that the Principal Contractor shall assume the role of Employer in respect of requiring a Performance Security from the respective SMME’s. The conditions of reduction and return of the Performance Guarantee shall apply as detailed on Pro-Forma 1.3.”
Sub-Clause 4.3	Sub-Clause 4.3 Contractor’s Representative The contractor shall appoint the Contractor’s representative and shall give him or her all authority necessary to act on the contractor’s behalf under the contract except to replace the Contractor’s Representative.

Sub-Clause 4.8	Sub-Clause 4.8 – Health and Safety Obligations <i>Add the following to the end of Sub-Clause 4.8:</i> The Contractor and its designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act and Regulations (OHSA), (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works (sub-clause 6,2 & 12,1) and those parts of the Permanent Works for which the Contractor is responsible to design.” For the purposes of this contract, a “competent person” in terms of sub-clause 1 (a) of the Construction Regulations shall be a person who is registered as a PrEng, PrTech Eng or PrTechni Eng with the Engineering Council of South Africa and who has the relevant training and experience to be able to design the component part of the permanent or temporary works as applicable. For the purposes of this Contract, “Temporary Works” as defined in the Construction Regulations shall include the following component parts; 1. Hoarding and Barricading 2. Demolition Works (including blasting) 3. Securing excavations from the risk of collapse (shoring and other measures) 4. Permanent and temporary services relocations and bypasses (electrical supply) 5. Tie ins to existing electrical connection/ sleeves 6. Search for, expose, protect and backfill existing services 7. Testing of electrical
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	installation 8. Decanting The Contractor shall provide the following to the Employers Representative for retention by the Employer or his assignee in respect of all works designed by the Contractor: 1. A Certificate of Stability of the Works signed by a registered Professional Engineer/Technologist/Technician in the field of expertise appropriate to the nature of project element under consideration and confirming that all such works have been designed in terms of accordance with the appropriate codes of practice. 2. Design calculations should the Employer's Agent request a copy thereof. 3. Engineering drawings and workshop details (both signed by the relevant professional), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4. "As-Built" drawings in AutoCAD electronic format after completion of the Works. Notwithstanding the list of temporary works envisaged on this project, the Contractor shall be responsible for the design of All Temporary Works (including any temporary works required by the SMMEs (under the SMME packages) or any sub-contractors). Should the Contractor propose any design, supply and installation for any part of the permanent works, 1 to 4 above shall also apply "(f)The Employer and the Contractor hereby agree, in terms of Section 37(2) of the Occupational Health and Safety Amendment Act,(OHSA) 1993 (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:
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	(i) The “Principal” Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employers Representative any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employers Representative, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance to the OHSA with Constructional Regulations 2014 to the Act: (i) Acquaint himself with the requirements of the Employer’s health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health
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and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned CDC SHE Project Manager (CDC SHE PM). The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within the time as stated in the Contract Data - Contract Data and shall be implemented and maintained from the Commencement of the Works.

Clause No	Description
	Sub-Clause 4.8 – Health and Safety Obligations (ii) The Employer, or his assigned CDC SHE PM, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employers Representative, at the request of the Employer or CDC SHE PM, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or CDC SHE PM are satisfied that the issues in which the Contractor has been in default have been rectified."
Sub-Clause 4.15	Sub-Clause 4.15– Access Route Add the following after the last paragraph: "The Contractor shall be re-imbursed for the cost of maintenance only to the extent as specified in the Specifications".
Sub-Clause 4.18	Sub-Clause 4.18 – Protection of the Environment In the second paragraph delete the full stop and add "and shall ensure compliance with all the environmental requirements indicated in the Environmental Specifications contained in the Scope of Works and relevant Annexures to the Contract. Environmental method statements shall be submitted to the Employers Representative for approval within 14 days of the Letter of Acceptance by the Contractor as specified in the Specifications. The Contractor will not be permitted to commence construction works until such time that these method statements have been submitted and approved by the Employers Representative".
Sub-Clause 5.2	Sub-Clause 5.2 – Contractor's Documents Add the following to the first sentence of the third paragraph: The Employers Representative to submit the Contractors Documents and Notice for review by the Employer before the Employers Representative may give consent and/or approval to any document, claim or instruction as required by the Employers Representative.

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

Clause No	Description
Sub-Clause 6.11	Sub-Clause 6.11 – Disorderly Conduct <i>Delete the full stop and add the following:</i> “and shall indemnify and hold the Employer and Employers Representative harmless against and from all damage, losses and expenses (including legal fees and expenses) resulting from any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel”.
Sub-Clause 8.1	Sub-Clause 8.1 – Commencement of Work (i) <i>Delete and replace paragraph one with</i> “The Commencement of Works shall be the lesser of 28 days after the receipt by the Employer of the Contractor’s health and safety plan and environmental method statements, or 42 days after the date of delivery of the Letter of Acceptance.”
Sub-Clause 8.3	Sub-Clause 8.3 – Programme <i>Add the following after Sub-Clause 8.3(k) (v):</i> “(l) A baseline or target bar representing the initial agreed construction programme. The baseline will be frozen for the duration of the construction period, subject to agreed amendments, and will indicate the contractual completion date. (m) A current bar equivalent to the baseline upon commencement, but which will be subject to adjustment due to progress and other factors. (n) All milestone activities for all major events in the programme, including dependencies on factors external to the project, or which are to be arranged by the Employers Representative or Employer. (o) All linkages between activities, to fairly represent the logic of construction. Start dates of activities should be determined by preceding activities as far as possible. Where start dates are determined by factors external to the project these are to be shown as milestones with imposed start dates and the source and reasons are to be documented. (p) Resourcing of major activities and equipment, where resourcing is critical to the duration. (q) A logical and reasonable Work Breakdown Structure for the grouping of activities.

Clause No	Description
	(r) The critical path of the programme. The critical path must be demonstrable in terms of good planning practice, and is not to be manipulated by constraints imposed on activities. (s) An earned value table and graph, derived from the programme, representing the projected value of work to be completed in each payment period". (t) Production rates for all items. Any other information as specified in the document to be provided by the Contractor."
Sub-Clause 8.5	Sub-Clause 8.5 – Extension of Time for Completion Add the following to Sub-Clause 8.5 at the end of the last paragraph: "The Time for Completion shall include for delays which can be expected due to normal weather conditions (wind and rainfall) at the site of the Works for the duration of the Contract. To provide for these normal weather conditions the allowance to be made by the Contractor in his programme for actual and consequential weather delays is ten (10) calendar days. If the Contractor has been prevented by these weather conditions from working on the critical path items of the Works, he shall notify the Employers Representative in writing. The submission shall be made within two calendar days of the resumption of work. The Employers Representative shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days (over the full contract period) upon which work on the critical path items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the Time for Completion of the Works. Delays over and above these allowed for (the allowance being the sum of the days allowed for over the Time for Completion of the phase in question), whether actual or

Clause No	Description
	consequential due to such abnormal weather which may occur, will not automatically entitle the Contractor to an extension of time for the completion of the affected phase/s. Only under justifiable circumstances will such extension of time be granted. Such extension will be granted at the discretion of the Employers Representative who shall obtain the approval of the Employer. Application for such extension of time shall be made in writing by the Contractor to the Employers Representative. The application shall set out in detail the particulars of such delays".
Sub-Clause 8.8	Sub-Clause 8.8 – Delay Damages If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of Delay Damages by the Contractor for this default. Delay Damages shall be the amount stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the relevant Date of Completion of the Works or Section. The total amount due under this Sub-Clause shall not exceed the maximum amount of Delay Damages (if any) stated in the Contract Data. These Delay Damages shall be the only damages due from the Contractor for the Contractor's failure to comply with Sub-Clause 8.2 [Time for Completion], other than in the event of termination under Sub-Clause 15.2 [Termination for Contractor's Default] before completion of the Works. These Delay Damages shall not relieve the

Clause No	Description
	Contractor from the obligation to complete the Works, or from any other duties, obligations or responsibilities which the Contractor may have under or in connection with the Contract. This Sub-Clause shall not limit the Contractor's liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor.
Sub-Clause 13.1	Sub-Clause 13.1 – Right to Vary Variations may be initiated by the Employer under Sub-Clause 13.3 [Variation Procedure] at any time before the issue of the Taking-Over Certificate for the Works. Other than as stated under Sub-Clause 11.4 [Failure to Remedy Defects], a Variation shall not comprise the omission of any work which is to be carried out by the Employer or by others unless otherwise agreed by the Parties. The Contractor shall be bound by each Variation instructed under Sub-Clause 13.3.1 [Variation by Instruction], and shall execute the Variation with due expedition and without delay, unless the Contractor promptly gives a Notice to the Employer stating (with detailed supporting particulars) that: (a) the varied work was Unforeseeable having regard to the scope and nature of the Works described in the Employer's Requirements; (b) the Contractor cannot readily obtain the Goods required for the Variation; (c) it will be applicable to unforeseen circumstances, not non-compliances by the Contractor (d) it will have an adverse impact on the achievement of the Schedule of Performance Guarantees; or (e) it may adversely affect the Contractor's obligation to complete the Works so that they shall be fit for the purposes) for which they are intended under Sub-Clause 4.1 [Contractor's General Obligations].

Clause No	Description
	Promptly after receiving this Notice, the Employer shall respond by giving a Notice to the Contractor cancelling, confirming or varying the instruction. Any instruction so confirmed or varied shall be taken as an instruction under Sub-Clause 13.3.1 [Variation by instruction].
Sub-Clause 13.3	Sub-Clause 13.3 – Variation Procedure Variation shall be initiated by the Employer in accordance with Sub Clause 13.3.1 and Sub Clause 13.3.2
Sub-Clause 13.7	Sub-Clause 13.7 – Adjustment for Change in Cost <i>Delete this Sub-Clause and replace with the following:</i> “The value of certificates issued in terms of Sub-Clause 14.6 (excluding the value of those special materials specified in the Forms to be Completed by Bidders) shall be increased or decreased by applying a “Contract Price Adjustment Factor” calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule appended to these Particular Conditions (Part B). Price adjustments for variations in the costs of special materials specified in the Contract Data shall be in the manner set out in the Contract Price Adjustment Schedule”.
Sub-Clause 14.2	Sub-Clause 14.2 – Advance Payment <i>Delete this sub-clause and replace with the following:</i> No Advance Payments nor Advance Payment Guarantees will be permitted.
Sub-Clause 14.3	Sub-Clause 14.3 – Application for Interim Payment Certificates The Contractor shall submit a Statement to the Employer after the end of the period of payment stated in the Contract Data (if not stated, after the end of each month). Each Statement shall: (a) be in a form acceptable to the Employer; (b) be submitted in one paper-original, one electronic copy and additional paper copies (if any) as stated in the Contract Data; and (c) show in detail the amounts to which the Contractor considers that the Contractor is entitled, with supporting documents which shall include sufficient

Clause No	Description
	detail for the Employer to investigate these amounts together with the relevant report on progress in accordance with Sub-Clause 4.20 [Progress Reports]. The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed: (i) the estimated contract value of the Works executed, and the Contractor's Documents produced, up to the end of the period of payment (including Variations but excluding items described in sub-paragraphs ii) to (x) below); (ii) any amounts to be added and/or deducted for changes in Laws under Sub-Clause 13.6 (Adjustments for Changes in Laws], and for changes in Cost under Sub-Clause 13.7 Adjustments for Changes in Cost); (iii) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the amounts under sub-paragraphs (i), (ii) and (vi) of this Sub-Clause, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data; (iv) any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2 [Advance Payment); (v) any amounts to be added and/or deducted for Plant and Materials under Sub-Clause 14.5 [Plant and Materials intended for the Works]; (vi) any other additions and/or deductions which have become due under the Contract or otherwise, including those under Sub-Clause 3.5 Agreement or Determination]; (vii) any amounts to be added for Provisional Sums under Sub-Clause 13.4 [Provisional Sums]; (viii) Any amount to be added for release of Retention Money under Sub-Clause 14.9 [Release of Retention Money] (ix) Any amount to be deducted for the Contractor's use of utilities provided by the Employer under Sub-Clause 4.19[Temporary Utilities]; and (x) The deduction of amount previously paid by the Employer under Sub-Clause 14.7[Payment]

Clause No	Description
Sub-Clause 14.7	Sub-Clause 14.7– Payment Delete paragraphs (a), (b), (c) and the final paragraph and replace with: “(a) the amount certified in each interim Payment Certificate within 30 days from the date the Employers Representative certifies the Statement and supporting documents; and (b) The amount certified in the Final Payment Certificate within 30 days after the Employer receives this Payment Certificate.”
Sub-Clause 14.8	Sub-Clause 14.8 – Delayed Payment Delete the second paragraph and replace with: “These financing charges shall be at the rate as prescribed in terms of the Prescribed Rate of Interest Act No 55 of 1975.”
Sub-Clause 14.11	Sub-Clause 14.11 – Final Statement Change “56 days” to “30 days”
Sub- Clause 15.2	Sub-Clause 15.2 – Termination for Contractor’s Default Termination of the Contract under this Clause shall not prejudice any other rights of the Employer under the Contract or otherwise.
Sub-Clause 18.1	Sub-Clause 18.1 – Exceptional Event Under (c), add the following: “unless these risks are insurable with the South African Special Risk Insurance Association at the time of Biding and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks”.
Sub-Clause 20.1	Sub-Clause 20.1 – Claims A Claim may arise: (a) if the Employer considers that the Employer is entitled to any additional payment from the Contractor (or reduction in the Contract Price) and/ or to an extension of the DNP; (b) if the Contractor considers that the Contractor is entitled to any additional payment from the Employer and/or to EOT; or (c) if either Party considers that he/she is entitled to another entitlement or relief against the other Party. Such other entitlement or relief may be of any kind whatsoever including in connection with any certificate, determination, instruction, Notice, opinion

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

Clause No	Description
	The DAAB shall be deemed to be constituted on the date that the Parties and the sole member or the three members (as the case may be) of the DAAB have all signed a DAAB Agreement. The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DAAB consults, shall be mutually agreed by the Parties when agreeing the terms of the DAAB Agreement. Each Party shall be responsible for paying one-half of this remuneration. If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAAB Unless the Parties agree otherwise, a replacement DAAB member shall be appointed if a member declines to act or is unable to act as a result of death, illness, disability, resignation or termination of appointment. The replacement member shall be appointed in the same manner as the replaced member was required to have been selected or agreed, as described in this Sub-Clause. The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the term of the DAAB (including the appointment of each member) shall expire either: (a) on the date the discharge shall have become, or deemed to have become, effective under Sub-Clause 14.12 (Discharge); or (b) 28 days after the DAAB has given its decision on all Disputes, referred to it under Sub-Clause 21.4 [Obtaining DAAB's Decision] before such discharge has become effective, whichever is later. However, if the Contract is terminated under any Sub-Clause of these Conditions or otherwise, the term of the DAAB (including the appointment of each member) shall expire 28 days after:

Clause No	Description
	(i) the DAAB has given its decision on all Disputes, which were referred to it (under Sub-Clause 21.4 [Obtaining DAAB's Decision]) within 224 days after the date of termination: or (ii) the date that the Parties reach a final agreement on all matters (including payment) in connection with the termination whichever is earlier.

ANNEXURE I

PROTECTION OF PERSONAL INFORMATION: CONSENT

ANNEXURE I

PROTECTION OF PERSONAL INFORMATION: CONSENT

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

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

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

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

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

AGREEMENT

1. The CDC and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.

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

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative

ANNEXURE J

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____ %
 - o Black Disabled % _____ %
 - o Black Unemployed % _____ %
 - o Black People living in Rural areas % _____ %
 - o Black Military Veterans % _____ %

Construction Sector Affidavit

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of (dd/mm/yyyy) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

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

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

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

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

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

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

ANNEXURE K

PROPOSED KEY PERSONNEL

ANNEXURE K

PROPOSED KEY PERSONNEL

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

DESIGNATION	NAME AND NATIONALITY OF NOMINEE	SUMMARY OF QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	CONSENT SIGNATURE OF NOMINEE
Civil Engineer /Structural Engineering Technologist				
Electrical Engineer				
Mechanical Engineer				

Quantity Surveyor				
Project Manager/ Construction Manager				
Site Agent				
Foreman				

ANNEXURE L

SCHEDULE OF CURRENT & COMPLETED CONTRACTS

ANNEXURE L

SCHEDULE OF WORK - CURRENT & COMPLETED CONTRACTS

The Bidder shall submit as Company Experience, a schedule listing the company experience on similar current appointments and completed Heritage Projects including the description and value of each project as listed below. **Three (3) reference letters** and **a company profile** should also be attached to this Bid.

EMPLOYER (Name, Telephone and Email)	PROJECT DESCRIPTION	VALUE OF WORK	CONTRACT DURATION	AWARD DATE	COMPLETION DATE
1.					
2.					
3.					
4.					
5.					

ANNEXURE M

EMPLOYERS' REQUIREMENTS/ SPECIFICATIONS

ANNEXURE N

OCCUPATION AND HEALTH AGREEMENT

OCCUPATIONAL HEALTH and SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN COEGA DEVELOPMENT CORPORATION (PTY) LTD. (HEREINAFTER CALLED THE “EMPLOYER”) AND

..... ,
(Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, ,
representing

..... , as an
employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID	ACT	Registration	Number:
.....			

OR	Compensation	Insurer:		Policy	No.:
.....					

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

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 Bid 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.

ANNEXURE O

Form of Performance Security (Schedule 18)

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/277/26 HERITAGE – MUSEUM TOTAL UPGRADE OF HOUSE INCLUDING FIRE DETECTION PROTECTION SYSTEM AS WELL AS ROOF REPAIRS AND INTERIOR AND EXTERIOR WATERPROOFING**

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

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

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

Amount in words:

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

Amount in words:

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

CONTRACT DETAILS

Employer's Representative issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate as defined in the Contract.

PERFORMANCE SECURITY

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

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Security, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Security is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Security is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Security shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9.9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE P

HEALTH AND SAFETY SPECIFICATION

ANNEXURE Q

EPWP-NYS SPECIFICATION SLA

ANNEXURE R

CONTRACT PARTICIPATION GOAL: EME / QSE TARGET FORM

T2.1.10 FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE TARGET FORM

The CIDB Standard for Indirect Targeting is incorporated into this Contract. A Contract Participation Goal (CPG) of 35% (by value, excluding contingencies, escalation, VAT, Socio-economic deliverables, and EPWP allowances (if applicable)) is stipulated in this contract.

The Tenderer is 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 no commitment to sub-contracting to QSEs / EMEs or failed to complete **Form K**.

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 committed CPG %.

Please refer to Tables T1.2.1 – Functionality scoring schedules – Appendix A1 and T1.2.2 Indicators for the scoring of the functionality criteria – A2 in the Functionality section, of Book 1 of 2 of the Tender documents for the Evaluation indicators for scoring purposes.

CONTRACT NUMBER :

CONTRACT DESCRIPTION :

PROJECT MANAGER :

BIDDER/S NAME :

I/We tender the following targets:

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

Overall % Contract Participation Goal	%	R
--	----------	----------

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

Penalty on non-compliance/not achieving the committed minimum target of 35% participation

"The tenderers must allow for all costs application that they may feel be associated with the successful integration, development of and completion of SMME Contractors' work to the approval of the Principal Agent on this project. This includes all the costs associated with the provision of an SMME Participation as stipulated on the Form K2 at a minimum of 35% of construction costs excluding VAT, Contingencies and Escalation". The employer shall be entitled without prejudice to its other remedies under the contract, deduct from the contract price, as penalty calculated on the following formula:

35% of PV (in monetary value - %age AV (in monetary value) = PAV (in monetary value);

where PV = Project Value,

where AV= Achieved SMME Participation Value,

where PAV = Penalty Accumulated Value

Penalty = Target @ 35%- % Achieved SMME Participation = Balance of the % not achieved (which would be the penalty for non-compliance)

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

Name of person signing	:	
------------------------	---	--

Signature	:	
	:	

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

ANNEXURE S

STATE SECURITY AGENCY REQUIREMENTS

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

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

PERMIT OFFICE PARLIAMENT:

W/O E.M. VAN NIEKERK
W/O S. CHAMSEDDINE
SGT E. BLOM
021 403 3556/7

CONTACT NO:

**STATE SECURITY AGENCY
checklist**

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

ANNEXURE T

SUPPLIER PERFORMANCE EVALUATION

**SUPPLIER PERFORMANCE EVALUATION FORM (TO BE USED
FOR EVALUATION OF DELIVERABLES OF SERVICE
PROVIDERS/CONTRACTORS)**

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

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

Skills and Competency Availability: refers to the actual availability and competency of staff deployed to the service/project	
Management: Demonstration of sound and pro-active management practices that are geared towards the achievement of service/products required.	

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

CDC RATING SCALE

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

Evaluators name

and designation: _____

Signature: _____

ANNEXURE U

PROJECT DOCUMENTATION

List of Annexures - [Annexure - CDC-277-26](#)



Coega Development Corporation
DPWI- Programme



Coega SEZ and Port
Zone Development and Operations