



CONTRACT No. CDC/243/24-T

**RFP FOR THE DESIGN AND CONSTRUCTION OF THE
FORD OUTBOUND LOGISTICS SEQUENCING FACILITY
ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL
ECONOMIC ZONE**

CIDB GRADING: 9GB

CLOSING DATE: 28 OCTOBER 2024

CLOSING TIME: 12H00

PREPARED BY:

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

NAME OF BIDDER:

Document Classification: Public



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DEFINITIONS

- I. **“CDC”** means the Coega Development Corporation.
- II. **“TASEZ”** means the Tshwane Automotive Special Economic Zone.
- III. **“Client”** means the Tshwane Automotive Special Economic Zone (TASEZ).
- IV. **“Employer”** means the Coega Development Corporation, who effects its obligations on the Project through persons employed on / deployed to the Project.
- V. **“Employer Representative”** means the person named by the employer/Client who acts on behalf of the employer/client
- VI. **“End User”** means the entity/tenant that will make use of the facility as per the agreement with the Client
- VII. **“Contractor”** means any Building Contractor, Civil Engineering Contractor, Mechanical, Electrical, Instrumentation or Piping Contractor, Service Provider, Vendor or any joint venture partnership and their sub-contractors (SMMEs inclusive), conducting construction work and related activities on the Project.
- VIII. **“Whitebox”** means a space that is prepared to a basic, functional level, ready for tenant-specific improvements. White box typically includes basic flooring, primed and painted walls, basic ceiling grids, lighting, electrical fittings, HVAC, Utilities etc. as per The South African Property Owners Association (SAPOA)
- IX. **“Project”** means the construction and commissioning of all infrastructure on the Tshwane Automotive Special Economic Zone.
- X. **“TSDC”** means the TASEZ Skills Development Centre, located in close proximity to the Project.
- XI. **“SMME”** means a small, medium or micro enterprise contracted to deliver service/s on the Project.
- XII. **“SMME Coordinator”** means the person employed by the contractor for the duration of the project whose responsibility is to monitor and manage the SMME’s in order to achieve the targets as per form K. The qualifications, roles and responsibilities of the SMME Coordinator must be as per the SMME Coordinator Specification attached in the Appendices



T1.1 TENDER NOTICE & INVITATION TO BID

CONTRACT NO. CDC/243/24

THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

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 realizing 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 Coega Development Corporation has been appointed as an Implementing Agent and is working together with the Tshwane Automotive SEZ (TASEZ) and the Department of Trade, Industry and Competition (DTIC) to deliver the SEZ to the people of Tshwane, Gauteng and South Africa by driving socio-economic growth through industrialization.

INVITATION AND SCOPE OF WORK

The Coega Development Corporation (CDC) is inviting capable and competent Contractors with a proven experience and track record in EPC/Turnkey Projects to submit their bids for **THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE** to be in The Willows 340-JR to be known as SAMCOR PARK X10, Pretoria.

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

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



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To be eligible to bid, the lead partner should be a Contractor registered with CIDB in the category Grade 9 GB (General Building) and the other partners (Design Team) to comprise of professionals registered with relevant councils under the umbrella of Council for the Built Environment (CBE). Emerging Bidders with CIDB Grade 8 GB PE are not eligible to respond to this tender and will not be considered.

The project is to be completed within **10 months** from the Commencement Date.

HIGH-LEVEL SCOPE OF WORK

The project will constitute the following main activities:

The project will constitute the following main activities:

- Completion of an EPC/TURNKEY Contract for the design and construction of the Ford Outbound Logistics Sequencing Facility on Phase 2 of the Tshwane Automotive Special Economic Zone
- Preparation of concepts for approval by the Client, Employer, Employers Representative and End User.
- Submission of design information, within agreed timelines, for approval by the Client, Employer, Employers Representative, and end user before construction proceeds
- Design and construction of the bulk earthwork's platform (cut and fill) to construct access roads, and parking areas.
- Design and construction of the main sequencing logistics facility top structure & associated offices, canteens, ablution areas, mezzanines, stores, storage and delivery areas, CCTV control rooms **etc.** as per Client, Employer, and End User's requirements. Note Tenant fit out will **not** form part of the scope of works for the main contractor. Refer to section **C3.1 Description of the Works Tenant Fit Out**, **however** all enabling works for these items will be the responsibility of the team bidding on this RFP.
- Design and construction of ALL bulk utility services both internally and externally up to the connection points at the erf boundary.
- Design and construction of a secured facility, landscaping, guard houses, turnstile access gate, main gates with access controls, roads, hardstands etc. as per Employer, Client and End User's requirements.

Note: The anticipated total size of the development is approximately 60,000 sqm on approximately 120,000 sqm land area.



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CONDITIONS OF TENDER

- a) The Main Contractor must be registered with the Construction Industry Development Board (CIDB) and must have an active CIDB Grade of **9GB**. Potential Bidders with CIDB Grade 8 GB PE are not eligible to bid. Bidders shall be registered with the Construction Industry Development Board (CIDB). It is estimated that Bidders must have a CIDB Contractor Grading designation of 9GB or higher. Emerging contractors with a CIDB Contractor grading designation of 8GB PE are not eligible to make submissions/ to be considered.
- b) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
- c) Bidders are required to have a valid and current CIDB registration on the date of closing and required to maintain this registration throughout the Tender Evaluation period. Failure to do so will invalidate the tender.
- d) The CDC will only award the Bid to a Bidder who is tax compliant. The tax-compliant status of the Bidders (and all the members in-compliant status of Bidders (and all the members of the Tendering Team in the case of Joint Ventures) will be verified through the CSD and South African Revenue Services (SARS) website.
- e) Public servants are prohibited from conducting any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out by the CDC and Bidders will be disqualified should they be found to be in contravention with this requirement.
- f) This project is conducted to a Construction Industry Development Board Contract Skills Development Goal (CSDG) programme, and the successful Bidder will be required to adhere to the requirements of:
 - i. the CIDB Standard for Indirect Targeting for Enterprise Development Through Construction Works Contracts published in Gazette Notice No. 36190 of 25 February 2013; and
 - ii. the CIDB Standard for Developing Skills Through Infrastructure Contracts (March 2023).
- g) The CDC's Procurement Policy and Procedures shall apply.
- h) The 90/10 preference point system, as per the Preferential Procurement Regulations, 2022 shall apply. The following scores will be applied:
 - (i) Price - 90,
 - (ii) Specific Goals (B-BBEE Status level of Contribution) - 10.

- i) The following legislations shall apply but is not limited to:
- (i) Public Finance Management Act (Act No. 1 of 1999) (PFMA).
 - (ii) National Treasury Regulations.
 - (iii) Preferential Procurement Policy Framework Act, 2000.
 - (iv) The Preferential Procurement Policy Framework Regulations, 2022.
 - (v) Construction Industries Development Board Act 38 of 2000,
 - (vi) The National Qualifications Framework Act (Act No. 67 of 2008)
 - (vii) The National Qualifications Framework Amendment Act No. 12 of 2019;
 - (viii) The Skills Development Act No. 97 of 1998; as amended by Employment Services Act 4 of 2014;
 - (ix) Occupational Health and Safety Act and Regulations, Act 85 of 1993;
 - (x) Compensation for Occupational injuries and disease Act 130 of 1993;
 - (xi) NEMA National Environmental Management Act 107 of 1998;
 - (xii) Disaster Management Act 57 of 2002;
 - (xiii) Broad-based Black Economic Empowerment Act No. 53 of 2003, as amended by Act No. 46 of 2013 (BBBEE Act);
 - (xiv) 2014 Environmental Impact Assessment Regulation as amended;
 - (xv) National Water Act, NWA (Act no.36 of 1998);
 - (xvi) National Water Act: Regulations regarding the procedural requirements for Water Use Licence Applications and Appeals; and
 - (xvii) Any other applicable legislation.

- j) Bidders will be evaluated on functionality and are expected to meet the minimum of 70 points threshold in order to be evaluated further. The evaluation criteria for assessing functionality and weight of each criterion are provided in the tender document.
- k) As per the amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSEs with at least 51% or 100% black shareholding and EMEs with an annual turnover of R3,0 million or more are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3,0 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In the case of a Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate would be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise.
- l) The CDC reserves the right, in its sole discretion, to reject any bid where it appears to the Employer/Client that the bidder does not comply with any of the requirements set out above.”
- m) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The documentation required to claim points for Goals will be a BBBEE Level of Contributor certificate issued by an accredited SANAS agency.
- n) The CDC reserves the right to require a bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences in any manner required by the organ of state.
- o) 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 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.
- p) All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS;

- q) The CDC will not award more than two active projects to one bidder, unless one project has reached 80% completion stage and beyond. A capacity assessment will be conducted at the Qualitative/Risk Assessment stage if the recommended tenderer is the only responsive service provider.
- r) On the TASEZ development, CDC will not award more than one project to any tenderer, unless the first project is more than 80% complete.
- s) Attendance of the Briefing Meeting by at least one member of the Company or JV/Consortium is compulsory. The attendance register will be used to confirm attendance. Submissions from Companies or JV/Consortium which did not attend the Compulsory Briefing Meeting will not be evaluated.
- t) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number, e.g. MAAA0....
- u) Bidders are required to submit certified original certificate copies of the project team as proof of professional registration with ECSA, SACPCMP, EAPASA and SAGC, and relevant qualifications (i.e. Degrees / Diplomas)
- v) The Bidders must nominate a person who will be their Overall Project Team Leader. The Overall Project Team Leader:
 - (ii) Should have delegated authority to sign on behalf of the Bidder:
 - (1) The Bid Submissions;
 - (2) All the Returnable Documents that should also be initialed and submitted as part of the Tender document;
 - (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.
 - (ii) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the **Certificate of Authority of Signatory at Tender Returnable Schedule 1** that should be included in the Tender Document.
 - (iii) Will be the sole point of contact between the CDC and the Tender during this bidding process, and during contract execution (i.e. for the Successful Tenderer).
 - (iv) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness.

- w) In the case of Joint Ventures/Consortia, the bidder must include an Intent to Enter into a Joint Venture/Consortium Agreement, signed by all parties to the joint venture; alternatively, provide a Joint Venture agreement signed by all parties to the Joint Venture.
- x) Entities and/or Key personal listed are not allowed to be members of more than one (1) Joint Venture/Consortium or Bidding Team.
- y) Bidders must complete and sign the POPI Act. In the case of a Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed.
- z) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this Tender Document and signs the submission as correct and sound documentation that the CDC may place its reliance on.
- aa) It is incumbent upon the responsibility of the Prospective Bidders to submit their full and correct contact details when they collect the tender documents to enable any communication that the CDC might need to issue to all the Prospective Bidders during the tendering process to be realised. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.
- bb) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and Disaster Management Act, Act (57 of 2002) and, all relevant legislations throughout the duration of the contract. Upon appointment of the successful Tenderer, the Service Provider will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance to the CDC Norms and Standards. CDC SBU Project Manager will monitor and evaluate compliance throughout the duration of the Contract.
- cc) **As a condition of award**, the successful bidder shall be required to appoint a competent Construction Health and Safety Agent (PrCHSA) registered with SACPCMP who has the necessary competencies and minimum 10 years practical experience in the type of construction work associated with the construction project and who shall be responsible for the design and overseeing overall compliance of H&S issues on the project . Registration in the category of "Candidate" will not be accepted.
- dd) **As a condition of award**, the successful bidder shall be required to appoint a competent Full Time Construction Health and Safety Officer or Manager CHSO/M registered with SACPCMP who has the necessary competencies and minimum 10 years practical experience in the type of construction work associated with the construction project and who shall be responsible for assisting and managing overall compliance of H&S issues on the project. Registration in the category of "Candidate" will not be accepted.

- ee) **As a condition of award**, the successful bidder shall be required to appoint a competent Full-Time Environmental Control Officer with minimum qualification of a BSc or BTech in Environmental Management/Natural Science registered with SACNASP and have at least 10 years of practical experience in the type of construction work associated with the construction project; the said incumbent shall be responsible for the design and overseeing overall compliance of Environmental issues on the project. Registration in the category of "Candidate" will not be accepted.
- ff) **As a condition of award**, the successful bidder shall be required to appoint a competent Full-Time Construction Environmental Officer with minimum qualification of a BSc or BTech in Environmental Management/Natural Science registered with SACNASP and have at least 10 years of practical experience in the type of construction work associated with the construction project; the said incumbent shall be responsible for assisting and managing overall compliance of Environmental issues on the project. Registration in the category of "Candidate" will not be accepted.
- gg) **Post award** the successful bidder shall be required to appoint an Employment Relations (ER) Practitioner, as per the minimum requirements in the attached document (Appendix F) *"Employment Relations Policy, Principles and Requirements for Construction of the Tshwane Automotive Special Economic Zone (Phase 2 Development), Section 18.2"*
- hh) **Post award** the successful bidder shall be required to appoint a competent SMME Coordinator as per the minimum requirements in the attached document (Appendix G) *"Specification for the Employment of SMME Subcontractors, section D11.1"*
- ii) Incomplete Tender document Submissions will be deemed non-responsive.

The bids will be evaluated as follows:

- (i) Stage 1: Responsiveness Assessment,
 - (ii) Stage 2: Functionality Assessment,
 - (iii) Stage 3: Quantitative Assessment, and
 - (iv) Stage 4: Qualitative Assessment.
- jj) Bidders must provide a Valid Compensation Fund letter of good standing.
 - kk) The Tender validity shall be Twenty (24) weeks from the closing date
 - ll) Tenders must only be submitted in the tender document that is issued.

No telephonic or any other form of communication with any other CDC member of staff, other than the named individual below, relating to this request for tender will be permitted. All enquiries regarding this



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tender must be in writing only, and must be directed to Ms Zine Mtanda, Unit Head: Supply Chain e-mail: GPTenders@coega.co.za from **06 September 2024 to 15 October 2024**. **No queries received after 15 October 2024 will be entertained.**

Bid documents may be collected during working hours from **Friday, 6 September 2024** from the CDC's Main office located at **No 145 Herbert Road, Eastwood, Arcadia, PRETORIA**. A non-refundable fee of **R1500.00** per document must be deposited or payable by means of electronic transfers to Account Name: **Tshwane Automotive SEZ, Standard Bank, Account No 000502308, Branch Code 051001** and proof of payment is required upon collection of the bid documents. No tender document will be available at the Briefing Meeting. **NO CASH WILL BE ACCEPTED.**

The Tender Document can be downloaded on E-Tender Portal at no cost. It is the bidder's responsibility to ensure the document is downloaded correctly and submitted as per the original document sequence as CDC will not be responsible for any inconsistencies on the tender document which may lead to the disqualification of the bidder.

A mandatory briefing meeting will be conducted on **Monday, 16 September 2024 at 10H00** on site, at **Tshwane Automotive SEZ, Manitoba, The Willows 340-Jr, Pretoria, (Phase 1 Venue: Central Hub Building)** where representatives from the Coega Development Corporation and Consultants will meet prospective Bidders. The GPS coordinates to the site are as follows: **(-25.72769829862646, 28.345040191650828** opposite Ford Company of Southern Africa Gate 4, Corner Sefatanga Road and Road 1 TASEZ SEZ)

The closing time for the receipt of tenders is 12H00 on Monday, 28 October 2024.

One original completed bid document shall be placed in a sealed envelope clearly marked:

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ZONE**

be placed in the tender box at the CDC's offices at **No 145 Herbert Road, Eastwood, Arcadia, PRETORIA.**

Bidders are also required to submit one electronic Priced Activity Schedule (PAS) in a flash drive attached to the bid document. **The original completed bid document (hard copy) is mandatory.** Bidders who only submit the electronic copy will be deemed **not** to have submitted a bid and will be regarded as non-responsive.



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Bids will **not** be opened in public. No late submissions will be considered. The bids opening register will be placed on the CDC website within 48 hours.

Failure to provide any mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Telegraphic, telephonic, telex, emailed, and late tenders will **not** be accepted.

The CDC reserves the right not to accept the lowest proposal in part or in whole or any proposal.

T1.2 TENDER DATA

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Clause	Tender Data
C1.1	The Employer is: Coega Development Corporation (Pty) Ltd. The Client is: Tshwane Automotive Special Economic Zone (TASEZ).
C1.2	The Tender Documents issued by the Employer/Client comprise the following documents:
	PART T1: TENDERING PROCEDURES Tender Document Checklist T1.1 Invitation to Tender T1.2 Tender Data T.1.3 Functional Scoring Criteria PART T2: RETURNABLE SCHEDULES Schedule 1. Tender offer signature and authority of signatory Schedule 2. SBD 1 Form- Invitation to bid and SBD 4 Form- Bidder Disclosure Schedule 3. SBD 6.1 Form - Preference Points Claim Form f (90:10) Schedule 4. Form K – EME/QSE CPG Declaration Schedule 5. Proof of CIDB Registration Schedule 6. Schedule of Work carried out by the Tenderer Schedule 7. Schedule of Current Contracts Schedule 8. Proposed Key Personnel Schedule 9. Schedule of Construction Plant and Equipment Schedule 10. Financial References Schedule 11. Proposed Construction Work Programme and Methodology Schedule 12. Record of Addenda to Tender Documents Schedule 13. Form L: Occupational Health and Safety Act Specifications Schedule 14. Records of Proposed Amendments to the Contract Documents Schedule 15. Contractor's EME/QSE CPG plan

	PART C1: CONTRACT DATA C1.1 Form of Offer (Schedule 16) C1.2 Letter of Acceptance C1.3 Schedule of Deviations C1.4 Contract Agreement Form C1.5 Contract Data by the Employer/Client C1.6 Contract Data by the Contractor (Schedule 17) C1.7 Performance Security (Pro- Forma) (Schedule 18) C1.8 Occupational Health and Safety Agreement C1.9 Insurance Undertaking (Pro- Forma) (Schedule 19) PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Summary Priced Activity Schedule (Schedule 20) C2.3 Detailed Priced Activity Schedule (Schedule 21) PART C3: SCOPE OF WORK C3.1 Description of Works C3.2 List of Drawings C3.3 Health and Safety & Environmental Specifications. C3.4 Planning Specifications for the Contractor C3.3 Health and Safety & Environmental Specifications. C3.4 Planning Specifications for the Contractor C3.5 Employment Relations Policy C3.6 SMME Specification C3.7 Construction Labour Management Specification for Developing Skills Through Infrastructure Contracts PART C4: SITE INFORMATION C4.1 Site Information
	Appendix: Annexures, Drawings, Reports, Schematics & Surveys Appendix for FORD OUTBOUND FACILITY (Click on the Link above to access the site with all the Appendix. No need to print with tender submission pack)

C.1.4	The Employer is: Name: Coega Development Corporation Address: 145 Herbert Road Eastwood, Arcadia Pretoria 0081 E-mail: gptenders@coega.co.za
C.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders (to submit a copy of his/her application for CIDB registration with his or her tender submission), in a contractor grading designation of 9GB or higher, are eligible to have their submissions evaluated in accordance with Regulation of the Construction Industry Development Regulations,.
C.2.7	The arrangements for a compulsory briefing meeting are: Venue: Central Hub Building at the Tshwane Automotive SEZ, Manitoba, The Willows 340-Jr, Pretoria, (Phase 1). The GPS coordinates to the site are as follows: (-25.72769829862646, -28.345040191650828 opposite Ford Company of Southern Africa Gate 4, Corner Sefatanga Road and Road 1 of TASEZ Phase 1) Date: Monday 16 September 2024 Time: 10h00
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original only.
C.2.13.9	Telephonic, telegraphic, telex, tippexed, or e-Mailed tender offers will not be accepted
C.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box Coega Development Corporation (Pty) Ltd. Physical address CDC Pretoria Office, 145 Herbert Road, Eastwood, Arcadia, Pretoria 0081 Identification details CDC/243/24-T

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C.2.16	The tender validity period shall be twenty-four (24) weeks.
C.2.18	The tenderer shall, when requested by the Employer/Client to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
C.2.19	Access shall be provided for the following inspections, tests, and analysis: Geotechnical Report, Topographic and Cadastral survey.
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond (Performance Security) to the format included in Section C1.7 Performance Security (Pro Forma) of this document
C.3.4	Tender closing date is Monday 28 October 2024 at 12:00
C.3.5	two envelope system will <u>not</u> be followed. This will not be considered in this project.
C.3.11.1	The CDC Procurement Policy shall apply the 90/10 preference point system, as per the Preferential Policy Framework Act 2000: Preferential Procurement Regulation 2022 is applicable for allocating points for price and points for preference. The allocation of preference points will apply as follows;

TABLE 4: TENDER EVALUATION POINTS

AREA OF EVALUATION	MAXIMUM POINTS (90/10)
Price	90
Specific Goals: B-BBEE Status Level Contribution	10
Total Points (S)	100

The formula to be used is as follows.

$$Ps = 90 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where:

PS = Points scored for comparative price of tender or offer under consideration.

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

B-BBEE Status Level of Contributor	Number of points (90/10)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

C.3.13.1 Tender offers will only be accepted if the following completed and original mandatory documents are supplied with the tender:

	MANDATORY REQUIREMENTS: (1) Completed and signed Invitation to Bid (SBD 1) Form. In case of a Joint Venture/ Consortium the information of all entities (Members of the JV/ Consortium) should be reflected on the SBD 1 Form. (2) Completed and signed Bidders Disclosure Form (SBD 4). In case of a Joint Venture/Consortium, a separate Bidders Disclosure Form (SBD 4) in respect of each party to the JV must be completed and submitted. (3) Bidders shall be actively registered with the Construction Industry Development Board (CIDB). Bidders must have a CIDB Contractor Grading designation of 9GB. Emerging contractors with a CIDB contractor grading designation of 8GB PE and lower are not eligible to make submissions and will not be considered. (4) Signed letter of intent to enter Joint Venture/Consortium or signed JV agreement. To be signed by all parties. (Where applicable). (5) Completed and Signed Certificate of Authority of Signatory to be signed by the bidding entity. 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. (6) A fully completed and signed Form of Offer. (7) Original fully completed, priced and handwritten Summary Priced Activity Schedule per Schedule C2.2 filled in clearly and legible with permanent ink together with a detailed BOQ informing the Summary Priced Schedule (8) Attendance at the compulsory site briefing meeting evidenced by signature of the Attendance Register. The attendance register must be completed in the name of the entity that will be submitting the bid. In case of a JV, one entity must appear in the attendance register. One delegate may not represent more than one prospective bidder in the briefing meeting.
	ADDITIONAL INFORMATION REQUIRED. (1) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 30% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. (2) Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.

	(3) Access/Ownership (availability) of plant and equipment. In case of hiring key plant, letter confirming the willingness of the hirer to hire equipment to the tenderer. (4) Sub-contracting Method Statement that articulates the Tenderer's approach to the sourcing, appointment, contracting and monitoring of subcontractors, in respect of the requirements set out in this invitation to bid. (5) Bidders must complete and sign the POPI Act. Joint ventures/ Consortium must provide a separate form in respect of each party to the JV. (6) Supporting documents on project imperatives: (i) Plans for adhering, promoting, and managing safety, health and environmental issues before, during, and post the execution of the project. (ii) Plans for monitoring and applying quality assurance principles in the execution of the project. (iii) The tenderer must ensure compliance and adherence to the SMME Specification. (iv) Plans for addressing and complying with TASEZ SMME and socio-economic issues and deliverables (with specifics on numbers to be achieved). (7) Bidders must provide a Valid Compensation Fund letter of good standing. QUALITATIVE ASSESSMENT (1) The top three (3) highest scoring bidders will be evaluated on qualitative assessment to determine the acceptable lowest tender price and to ascertain other possible risks pertaining to the bidder's capacity, past performance, and risks i.e. financial etc. The Priced Activity Schedule (PAS) (C2.2 and C2.3) will be scrutinised to check for any arithmetical errors, and if found will be communicated to the respective bidder(s) to gain acknowledgement and to confirm if the tendered price remains valid. Tender offers will also be compared against cost estimates as well as the market average to confirm if the tender offers are market related with no risks around the pricing. The bidders will also be checked against the National Treasury Database of restricted suppliers as well as National Treasury tender defaulters listing. (2) Bidders may be called for a clarification meeting to discuss any risk identified, rates and the pricing methodology.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer/Client is 1 (one)

T1.3 FUNCTIONALITY SCORING CRITERIA

The following functionality scoring criteria shall apply to this tender:

TABLE A1.1: - FUNCTIONALITY CRITERIA SCORE FOR LEAD EPC CONTRACTOR

#	Functionality Criteria		Requirements	Weighting
1.0	Adequacy of proposed workplan (Total Points 25)	1.1 Submission of work organisation programme and schedule listing	Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major resource utilised (professional team, personnel, plant & equipment), critical path milestones from design to completion, demonstrating that the project can be delivered within stated period – Detailed schedule with key activities – listing all design, construction and commissioning activities; subcontracted works; procurement activities; cash flows, and indicate ordering of long lead items and associated cost estimates.etc.	12.5
		1.2 Methodology for executing the work, including key risk factors to be considered	Bidders must provide a specific project approach paper (methodology and technical approach) detailing the execution of the project which is consistent with the design and construction programme. The methodology is to make reference, but not limited, design methodology, detailed scope of works, SMME participation, Labor HCS Targets and SHEQ issues etc. and must also include contingency planning and management. The key risk factors affecting the project should be described with possible mitigation action. The Method Statement should include the NDT approach.	12.5
2.0	Demonstrated experience of the MAIN CONTRACTOR (past performance) in comparable projects – THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY INCLUDING ALL BULK SERVICES UP TO BOUNDARY FENCE AND BULK EARTHWORKS PLATFORMS. (Total Points = 25)		This criterion covers the experience and knowledge that the bidder (MAIN CONTRACTOR), has with working on other design and construction of large-scale industrial warehouse and production facilities including all internal and external engineering services including bulk earthworks projects that are comparable in terms of complexity, size, value and construction durations. Bidders are to provide details on similar design and construction projects with the highest values that have been completed (or awarded), i.e. one contract over 5 years or 2 contracts over 10 years. Bidders MUST provide company profiles for each of the disciplines under their respective company profile. Bidders MUST provide completion certificates or performance reports from the previous client/s that they have worked with or are currently working with. Details of two (2) contactable reference for each project listed are to be included.	25

3.0	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project. (Total Points = 15)	Bidders to provide documentation indicating the availability of a quality management system or quality management plan that will be utilized for this project. Bidders must demonstrate that the system is functional and is being utilized by the bidder, and that on this project it will adequately fulfil the required quality assurance standards from designs to completion. This must include Non-Destructive Testing (NDT) procedures etc.	15
4.0	Sub-Contracting with QSEs/ EMES (Total Points = 25)	This criterion covers the provision of proof that the engineering company/ies commitment to sub-contracting to EMES/ QSEs that they will commit to the Contract Participation Goal of 45%.	25
5.0	Locality of Tenderer's offices (see schedule at end of Table A2) (Total Points = 10)	Local based service providers to submit proof of office establishment in the name of Principal Entity or Lead Joint Venture Entity where applicable as evidence to demonstrate locality in the form of a title deed in the name of the bidder, municipal invoice in the name of the bidder or lease agreement in the name of the bidder or Ward Councillors letter.	10
		TOTAL SCORE FOR Table A1.1 Item 1 to 5 is	100

The minimum threshold for functionality for table A1.1 is 70 points and the minimum threshold for table A1.2 is also 70 points. Failure to meet the minimum threshold of 70 points on both of the tables A1.1 and A1.2 separately will deem the bid unacceptable, and the bidder will not be considered further for evaluation.

TABLE A1.2: - FUNCTIONALITY CRITERIA SCORE FOR LEAD EPC'S KEY PERSONELL TEAM			
6.0	Qualifications of the key staff that will be assigned to this project. (Total Points = 50)		Tot = 50
6.1	Contractor's Representative (Pr CPM/Pr CM/Pr Eng registered with SACPCMP or ECSA) with FIDIC Silverbook 2017 experience	The bidders are to provide verifiable information that covers both the number of years of experience and confirmation of the minimum years' experience post registration with the relevant registration body per discipline 6.1 to 6.9.	5
6.2	Lead Consultant (Pr CPM or Pr CM or Pr Eng Registered with SACPCMP or ECSA)		10
6.3	Architect (PrArch registration with SACAP)		5
6.4	Quantity Surveyor (PrQS registration with SACQSP)		5
6.5	Civil Engineer (PrEng or PrTech Eng registration with ECSA)		5
6.6	Structural Engineer (PrEng/PrTech Eng registration with ECSA);		5
6.7	Mechanical Engineer, (HVAC, Wet Services and Fire designs), (PrEng/PrTech Eng registration with ECSA);		5
6.8	Electrical Engineer (PrEng/PrTech Eng registration with ECSA);		5
6.9	Full Time Resident Engineer/s (PrEng/PrTech Eng registration with ECSA)		5
7.0	Relevant Experience of the key staff personal, that will be assigned to this project. (TOTAL POINTS = 50)		Tot = 50
7.1	Contractor's Representative (Pr CPM/Pr CM/Pr Eng registered with SACPCMP or ECSA) with FIDIC Silverbook 2017 experience	Bidders are to provide information that covers the level of experience and the positions held of the key staff as per 7.1 to 7.9.	5
7.2	Lead Consultant (Pr CPM or Pr CM or Pr Eng Registered with SACPCMP or ECSA)		10
7.3	Architect (PrArch registration with SACAP)		5
7.4	Quantity Surveyor (PrQS registration with SACQSP)		5
7.5	Civil Engineer (PrEng or PrTech Eng registration with ECSA)		5
7.6	Structural Engineer (PrEng/PrTech Eng registration with ECSA);		5
7.7	Mechanical Engineer, (HVAC, Wet Services and Fire designs), (PrEng/PrTech Eng registration with ECSA);		5
7.8	Electrical Engineer (PrEng/PrTech Eng registration with ECSA);		5
7.9	Full Time Resident Engineer/s (PrEng/PrTech Eng registration with ECSA)		5
		TOTAL SCORE FOR Table A1.2 Item 6 and 7 is	100

The minimum threshold for functionality for table A1.1 is 70 points and the minimum threshold for table A1.2 is also 70 points. Failure to meet the minimum threshold of 70 points on both of the tables A1.1 and A1.2 separately will deem the bid unacceptable, and the bidder will not be considered further for evaluation.

1 Table A2:- SCORING INDICATORS FOR THE FUNCTIONALITY CRITERIA

#	Functionality criteria	Evaluation Indicators				
		No response (score 0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
1.0	Adequacy of proposed workplan: Construction Work Program / Scheduling	Failed to provide information	The activity schedule omits important task or the timing of the activities and the correlation among them are inconsistent with the methodology statement. There is lack of clarity	All key activities are included in the activity schedule but are not detailed. There are minor inconsistencies between timing, project deliverables and proposed methodology	The work program fits the methodology well; all important activities are indicated in the activity schedule and their timing and sequence is appropriate and consistent with project objectives. There is fair amount of detail including info on resources utilised.	The work program fits the methodology well; all important activities are indicated in the activity schedule and their timing and sequence is appropriate and consistent with project objectives. There is detailed info on resources (Equipment and People) utilised.
	Methodology for executing the work, including key risk factors to be considered	Failed to provide information	The technical approach or methodology is poor and unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. No risk factors have been listed.	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The risk factors have been listed; however they are generic and are not detailed	The approach is specifically tailored to address the specific project objectives, scope and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The risk factors have been listed which are specific to the project and have sufficient detail	The approach is specifically tailored to address the specific project objectives, scope and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The risk factors have been listed and scored which are specific to the project and have sufficient detail

	Functionality criteria	Evaluation Indicators				
		No response (score 0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
2.0	Demonstrated experience (past performance) in comparable projects – e.g. Design and Build experience for Bulk Earthworks Platforms with Retaining walls for an Industrial Facility and all associated Internal and external Engineering Services(water, sewer, roads, stormwater,electricity, etc.).	Failed to provide information	Value of at least 2 projects completed in last 5yrs to the value of R100M but less than R300M	Value of at least 2 projects completed in last 5 years, to the value higher than R300M but less than R600M	Value of at least 2 projects completed in last 5 years, to the value higher than R600M but less than R900M	Value of at least 2 projects completed in last 5 years, to a value higher than R900M
3.0	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project	Failed to provide information	Bidder does not utilise a documented quality assurance or quality control system, but claims some form of quality control	Documented system available with minimum utilisation and covers some of the standards.	Documented system / Quality Management Plan is available, functioning and covers minimum standards, H&S matters, Environmental and quality matters (ISO compliant). Non-destructive testing (NDT) procedures to be adhered to.	Besides meeting the “good rating”, the bidder’s quality management system is tailored for the project, and ISO accredited (Certificates available). Non-destructive testing (NDT) procedures to be adhered to.
4.0	Sub-Contracting with QSEs/ EMES Note 1: The overall Percentage on Form K (Schedule 4) will be utilized to allocate points.	Commitment to sub-contracting less than 33% to QSEs / EMES and/or failed to complete Form K (Schedule 4)	Commitment to sub-contracting between 33% and 38% to QSEs/ EMES (Percentage confirmed in Form K (Schedule 4))	Commitment to sub-contracting between 38% and 42% to QSEs/ EMES (Percentage confirmed in Form K (Schedule 4))	Commitment to sub-contracting between 42% and 45% to QSEs/ EMES (Percentage confirmed in Form K (Schedule 4))	Commitment to sub-contracting between 45% and 48% to QSEs/ EMES (Percentage confirmed in Form K (Schedule 4))

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5.0	Locally-based Tenderer	No information provided	The tenderer is head-quartered outside of Gauteng Province. (Target Area 4)	The tenderer is head-quartered within Gauteng Province, but outside of City of Tshwane Metro (Target Area 3)	The tenderer is head quartered within City of Tshwane Metro but outside of Target areas 1. (Target Area 2)	The tenderer is head quartered within Target Area 1 as listed below
6.0	Qualifications of the key staff / personnel who will be available to plan, design, execute and manage the project. This will be checked against each key personnel listed in the RFP Table A1.2 (EACH DISCIPLINE as per 6.1 to 6.9 to be provided Separately)	No information or 0 Years	1 – 5 Years post registration with the relevant registration body for each of the disciplines listed in Table A1.2 6.1 to 6.9	> 5 Years up to 10 Years post registration with the relevant registration body for each of the disciplines listed in Table A1.2 6.1 to 6.9	> 10 up to 15 Years post registration with the relevant registration body for each of the disciplines listed in Table A1.2 6.1 to 6.9	> 15 Years post registration with the relevant registration body for each of the disciplines listed in Table A1.2 6.1 to 6.9
7.0	Relevant Experience of the key staff personal, that will be available to manage the execution of the project of the individual. (EACH DISCIPLINE as per Table A1.2 item 7.1 to 7.9 TO PROVIDE SEPARATELY)	Failed to provide information	Worked on at least 2 projects that were completed in last 5yrs to the value of R100M but less than R300M . This will be measured against each key personal listed in Table A1.2 7.1 to 7.9 separately. Experience needs to be shown for each key personal separately	Worked on at least 2 projects that were completed in last 5 years, to the value higher than R300M but less than R600M This will be measured against each key personal listed in Table A1.2 7.1 to 7.9 separately. Experience needs to be shown for each key personal separately	Worked on at least 2 projects that were completed in last 5 years, to the value higher than R600M but less than R900M This will be measured against each key personal listed in Table A1.2 7.1 to 7.9 separately. Experience needs to be shown for each key personal separately	Value of at least 2 projects completed in in last 5 years, to a value higher than R900M This will be measured against each key personal listed in Table A1.2 7.1 to 7.9 separately. Experience needs to be shown for each key personal separately

Target Area 1

Wards 06 Mamelodi West, areas C2, D1, D4 and D5,

Ward 15: Nellmapius ext 6, ext 7, ext 8, Ikageng and Buffer Zone

Ward 18: Mamelodi East, Khutsong extensions, Mamelodi Gardens sections 1, 14, 15, 16, 17

Ward 28: Mamelodi West areas D2, D3, Moretele View and Buffer Zone,

Ward 38: Mamelodi Sun Valley (X13 and X 14)

Ward 41: Bellievue, Meyerspark, Murrayfield, Salieshoek, Silverton and Val de Grace

Ward 43: Dispatch, Eersterust, Silverton (North of Pretoria Avenue), Silvertondale and Waltloo

Ward 67: Mamelodi; and

Ward 86: Nellmapius, Samcor Park, Willow Brase and Willow Park and Willow Park Manor

Area 2 = Balance of City of Tshwane

Area 3 = Balance of Gauteng Province

Area 4 = All areas of South Africa outside of Gauteng Province

The minimum threshold for functionality for table A1.1 is 70 points and the minimum threshold for table A1.2 is also 70 points. Failure to meet the minimum threshold of 70 points on both of the tables A1.1 and A1.2 separately will deem the bid unacceptable, and the bidder will not be considered further for evaluation.



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

T2.1 List of returnable documents

1. Returnable Schedules required for tender evaluation and contracting purposes

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

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



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



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

The purpose of this Schedule is:

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

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

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

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

Section 1: Official tender offer signature

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

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

NAME OF THE TENDERING ENTITY:

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

Registration number of the tendering entity:

CONTACT DETAILS:

Physical & Postal Address:.....

.....

.....

.....

..... (Postal Code)

Telephone number:



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Mobile number:

Email address:
.....

Section 1 (continued...)

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

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNLY AFFIRM

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

I, hereby
swear/solemnly affirm

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

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY A COMMISSIONER OF OATHS:

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

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



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

.....
SIGNATURE

FULL NAMES (Commissioner of Oaths)

Designation (rank)ex officio: Republic of South Africa

Date:

Place

Address:

Commissioner's Stamp



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Section 2: Authority of signatory

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

Notes:

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

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

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

Taken at On
(Place) (Date)

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

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: CDC/294/23-T: **FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE.**

2. *Mr/Mrs/MS:
.....

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

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

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



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2.2: Resolution to enter into Consortium / Joint Venture

Notes:

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

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

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

Taken at On
(Place) (Date)

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

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: CDC/294/23-T: **FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE.**

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



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6		
---	--	--

(Append a separate page if not enough space)

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

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
 2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
 3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.
2. **RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: CDC/294/23-T: **FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE.**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
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(Append separate page if not enough space)

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

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			



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5			
6			

(Append separate page if not enough space)

RESOLVED that:

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

B. *Mr/Mrs/Ms:

.....

in *his/her capacity as:

(Position in the bidding consortium/joint venture)

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

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

.....

(Consortium/Joint Venture name)

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

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

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

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

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



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

SBD 1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/243/24-T	CLOSING DATE:	28 October 2024	CLOSING TIME:	12:00
DESCRIPTION	THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Coega Development Corporation (Pty) Ltd					
145 Herbert Road					
Eastwood, Arcadia					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Zine Mtanda		CONTACT PERSON	Ms Zine Mtanda	
TELEPHONE NUMBER	-		TELEPHONE NUMBER		
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	GPTenders@coega.co.za		E-MAIL ADDRESS	GPTenders@coega.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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. TENDER SUBMISSION:	
1.1.	TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: _____

NAME OF PERSON SIGNING: _____

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

DATE: _____

SBD 4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



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win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SCHEDULE 3: SBD 6.1 PREFERENCE POINTS CLAIM FORM(90:10)

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

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value of more than R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for 90/10 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Level One Contributor	10	
Level Two Contributor	9	
Level Three Contributor	6	
Level Four Contributor	5	
Level Five Contributor	4	
Level Six Contributor	3	
Level Seven Contributor	2	
Level Eight Contributor	1	
Non-Complaints Contributor	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]



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

	 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

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

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

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

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

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

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

I/We tender the following targets of:

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



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

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

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

Signature	:	
	:	

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



SCHEDULE 5: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder shall affix to this page:

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

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

Note:

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



SCHEDULE 6: SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the building contracts of a similar nature awarded to him or her.

This information is material to the award of the Contract.

Only projects completed in the past ten (10) years by the Contractor and contact persons to be indicated below:

EMPLOYER/CLIENT (Name, Tel No. and Email)	EMPLOYER REPRESENTATIVE/ ENGINEER / PROJECT MANAGER/ PRINCIPAL AGENT (Name, Tel No. and Email)	TYPE OF CONTRACT	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE:

DATE:



SCHEDULE 7: Schedule of Current Contracts

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

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



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SCHEDULE 8: PROPOSED KEY PERSONNEL

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

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

DESIGNATION	NAME AND NATIONALITY OF:	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION	REGISTRATION NUMBER:	Consent Signature of nominated key personal
Contractor's Representative (Pr CPM/Pr CM/Pr Eng registered with SACPCMP or ECSA) with FIDIC Silverbook 2017 experience				
Lead Consultant (Pr CPM or Pr CM or Pr Eng Registered with SACPCMP or ECSA)				
Architect (PrArch registration with SACAP)				
Quantity Surveyor (PrQS registration with SACQSP)				
Civil Engineer (PrEng or PrTech Eng registration with ECSA)				
Structural Engineer (PrEng/PrTech Eng registration with ECSA);				
Mechanical Engineer, (HVAC, Wet Services and Fire designs), (PrEng/PrTech Eng registration with ECSA);				
Electrical Engineer (PrEng/PrTech Eng registration with ECSA);				
Full Time Resident Engineer/s (PrEng/PrTech Eng registration with ECSA)				

A Lead Professional/Key Personal may not be nominated for two (2) or more competing bidders as this constitutes a Conflict of Interest. However, a Lead Professional may be nominated for a bid from an individual entity and as part of a Consortium/JV

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

CURRICULUM VITAE FORMAT OF KEY PERSONNEL

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

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

PROPOSED POSITION OF KEY PERSON: CONTRACTOR'S REPRESENTATIVE

Certification:

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

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

SIGNATURE: DATE:.....

PROPOSED POSITION OF KEY PERSON: LEAD CONSULTANT

Certification:

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

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

SIGNATURE: DATE:.....



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PROPOSED POSITION OF KEY PERSON: ARCHITECT

Certification:

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

SIGNATURE:
(Of person named in the schedule)

DATE:

SIGNATURE:

DATE:

PROPOSED POSITION OF KEY PERSON: QUANTITY SURVEYOR

Certification:

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

SIGNATURE:
(Of person named in the schedule)

DATE:

SIGNATURE:

DATE:

PROPOSED POSITION OF KEY PERSON: CIVIL ENGINEER

Certification:

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

SIGNATURE:
(Of person named in the schedule)

DATE:

SIGNATURE:

DATE:



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PROPOSED POSITION OF KEY PERSON: STRUCTURAL ENGINEER

Certification:

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

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

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: MECHANICAL ENGINEER

Certification:

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

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

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: ELECTRICAL ENGINEER

Certification:

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

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

SIGNATURE: DATE:



COEGA DEVELOPMENT CORPORATION (PTY) LTD.
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LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE
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PROPOSED POSITION OF KEY PERSON: CONTRACTS MANAGER

Certification:

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

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

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: RESIDENT ENGINEER/S

Certification:

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

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



SCHEDULE 9: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required.

SIGNATURE: DATE:



SCHEDULE 10: FINANCIAL REFERENCES

Financial Statements

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

Bank Details

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

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

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

SCHEDULE 11 PROPOSED WORK PROGRAMME AND METHODOLOGY

The bidder shall affix to this page:

Its proposed programme and methodology indicating as a minimum:

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



SCHEDULE 12 RECORDS OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

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

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

HEALTH, SAFETY AND ENVIRONMENTAL PROJECT MOBILIZING REQUIREMENTS FOR CONSTRUCTION WORK

ANNEXURE A

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

OHSSS Item No.	OHSSS Requirement	OHSa Requirement	Submission Date
2.3.1	Application for construction work permit submitted to the CDC of Labour by the Client/Employer – CR 3	A copy of completed Annexure 1 with signed permit certificate from DOL	Before commencement of construction work.
2.3.2	Assignment of Construction Manager (CM) for management and supervision of construction work – CR 8(1)	Signed appointment letter, CM's profile, and certified copy of (ID, qualifications, short courses attended)	
2.3.3	Assignment of time Construction Health and Safety Officer (CHSO/CHSM) to assist in the control of all SHE related aspects on site – CR 8(5)	Signed appointment letter, CHSO CV, SACPCMP Registration as CHSO/CHSM, certified copy of (ID, qualifications).	
2.3.4	Construction work site Organogram	Designation and Names of Persons appointed to relevant Regulations	
2.3.5	Assignment of Competent Responsible Persons as per project scope of work	- Designation and Names of Persons appointed for relevant Section and Regulation of relevant Legislations. - Proof of competent certificates	
2.3.6	Registration with Compensation Fund or approved License Insurer in terms of Occupational Injuries and Diseases Act, Act (130 of 1993)	Valid proof of letter of good standing	
2.3.7	Prepared SHE Policies – Section 7	Signed SHE policies as per Tender SHE Specifications	
2.3.8	Prepared Baseline Risk Assessment (BRA) – Hazard Identification and Risk Assessment – CR 9(1)	Signed BRA specific to the project scope of work	

2.3.9	Prepared Method Statements	Signed method statements as per Tender SHE Specifications	
2.3.10	Prepared Health and Safety Plan (HSP) - CR 7(1)(a)	Signed HSP specific to the Tender SHE Specifications	
2.3.11	Documents, Records and Registers – CR 7(1)(b)	Prepared registers, documents, and records as per Tender SHE Specifications	
2.3.12	Medical examinations of all employees specific to the work to be performed – pre and exits - CR 7(1)(g)	Proof of valid medical certificates issued by Occupational Health Practitioner with completed Annexure 3 and copies of employees' ID	
2.3.13	Mandatory agreement entered between two parties - Section 37.2	Signed copy of mandatory agreement by the Client/Employer and Principal Contractor	
2.3.14	Prepared SHE Site Specifications by the Client/Employer - CR 5(1)(b)	Signed copies of SHE Specifications	

Abbreviations:

SHE: Safety, Health and Environment 2014

CR: Construction Regulations

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

OHSSS: Occupational Health and Safety Site Specification

Acknowledgement:

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

Signature of Contractor

Date

Signature of Agent

Date



SCHEDULE 14 RECORDS OF PROPOSED AMENDMENTS TO THE CONTRACT DOCUMENTS

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

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

Attach additional pages if more space is required.

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

SCHEDULE 15 CONTRACTOR'S EME/QSE CPG PLAN

The tenderer shall affix to this page:

Its proposed Contractor's EME/QSE CPG plan in accordance with the relevant obligations and sections included in Part C3.5 to 3.7 Scope

Part C1: Agreement and Contract Data

CONTRACT DATA

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



SCHEDULE 16: C1.1 FORM OF OFFER

NAME OF CONTRACT: CDC/243/24-T
THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND
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C1.1 Form of Offer (Schedule 16)

The **Employer/Client**, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of a Contractor for **CONTRACT NO. CDC/243/24-T**

THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R (in words)

.....
.....

R (in figures).....



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

Signature(s)

Name(s)

Capacity

**for the
Tenderer**

*(Insert name and address of
organisation)*

**Name &
signature of
witness**

Date

C1.2 Acceptance

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

The terms of the contract, are contained in:

1. Part C1 Contract Data
2. Part C2 Pricing Data
3. Part C3 Scope of Work including all Annexures
4. Part C4 Site Information
5. Returnable Contract Schedules

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed parts.

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

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

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



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those terms shall constitute a repudiation of this agreement by the Contractor and the Employer/Client shall be entitled at his discretion to terminate this agreement.

The Tenderer shall within twenty-one (21) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer/Client's agent (whose details are given in the Contract Data) securities/construction guarantees to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil this obligation in accordance with those terms shall constitute a repudiation of this agreement by the Contractor and the Employer/Client shall be entitled at his discretion to terminate this agreement.

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

Signature(s)_____

Name(s)_____

Capacity_____

for the Employer/Client

Name & signature of witness_____

Date_____



C1.3 Schedule of Deviations

1. Subject:

Details:

2.

Subject

Details:

3. Subject

Details:

4. Subject

Details:

5. Subject

Details:

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

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



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Signature(s)

Name(s)

Capacity

For the
Employer/
Client

(Insert name and address of organisation)

Name and
signature of
witness

Date

Signature(s)

Name(s)

Capacity

For the
Contractor
Name and
signature of
witness

(Insert name and address of organisation)

Date



C1.4 CONTRACT AGREEMENT

This Agreement made the _____ day of _____

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

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

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

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

of *address*

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

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

CONTRACT NO. CDC/243/24-T

**THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING
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should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer/Client and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) The Acceptance of Offer
 - b) The Offer
 - c) The Particular Conditions of Contract
 - d) The Special Conditions of Contract



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- e) Conditions of Contract for EPC/TURNKEY Projects, Second Edition 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC).
 - f) The Employer/Client's Requirements and any referenced documents/annexures etc thereto (C3 SCOPE, C4 SITE INFORMATION & APPENDIX)
 - g) The completed contract Tender Schedules
 - h) Detailed Priced Activity Schedule (C2.3)
3. In consideration of the payments to be made by the Employer/Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer/Client to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer/Client hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and after remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

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

SIGNED ON BEHALF OF THE PARTIES

AUTHORISED SIGNATURE(S) OF THE EMPLOYER/CLIENT

AT _____ ON THIS _____ DAY OF _____ 20____

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

In the presence of the undersigned witness.



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Signature (Witness)

Print Name

AUTHORISED SIGNATURE OF CONTRACTOR

AT _____ ON THIS _____ DAY OF _____ 20____

Signature (Contractor)

Position of signatory

Name of signatory who warrants

that he/she is authorised thereto

In the presence of the undersigned witness.

Signature (Witness)

Print Name

C1.5: CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER/CLIENT

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

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

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

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

Particular Conditions of Contract Part A – Contract Data

1.1 Definitions		
1.1.24	Defects Notification Period (DNP):	365 Days
1.1.27	Employer's name and address:	Name: COEGA DEVELOPMENT CORPORATION (Pty) Ltd Address: CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.30	Employer's Representative name and address:	Name: Zakhele Kunene CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.66	Section 1	Complete and signed off Design, including approval by City of Tshwane (COT) for continuation of Construction
1.1.76	Time for Completion:	310 days
1.1.76	Time for Completion: Section 1	120 days after the Commencement Date
1.3 Notices and Other Communications		
1.3 (a)(ii)	Agreed methods of electronic transmission:	System of electronic communication accepted for communications via email only and not via sms, mms, WhatsApp or any other social media platform
1.3 (d)	Address of Employer for communications:	Physical address: CDC Pretoria Office, 145 Herbert Road, Arcadia, Pretoria, 0081 Email address: zakhele.kunene@coega.co.za
1.3 (d)	Address of Employer's Representative for communications:	Physical address: CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081 Email address: zakhele.kunene@coega.co.za
1.4 Law and Language		
1.4	Contract shall be governed by the law of:	The Republic of South Africa
1.4	Ruling language:	English

1.4	Language for communications:	English
1.14 Limitation of Liability		
1.14	Total liability of the Contractor to the Employer/Client under or in connection with the Contract:	150% of the Contract Price
2.1 Right of Access to the Site		
2.1	Right of Access to Site:	14 Days subject to the Contractor providing the Employer/Client with: • H&S File compliant with the Scope • Construction Permit as issued by Department of Employment and Labour • Detailed Design and Construction Programme • Approved Designs from the contractor approved by the local authority and accepted by the Employer Representative/Client/End User
4.2 Performance Security		
4.2	Performance Security:	10% of the Contract Price until the date the Taking-Over Certificate is issued in accordance with clause 10; and 5% until the date the Performance Certificate is issued in accordance with clause 11.9
4.4 Subcontractors		
4.4 (a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):	60%
4.4 (b)	Part of the Works for which subcontracting is not permitted:	None

4.4.	Subcontractors for which the Contractor shall give Notice before appointment:	All Subcontractors
4.19 Temporary Utilities		
4.19	Period of payment for Temporary Utilities:	30 Days
6.5 Working Hours		
6.5	Normal working hours on the site:	07h30 – 17h30 weekdays and Saturdays
8.3 Programme		
8.3	Programme	The programme shall be submitted in MS Project format as well as in colour PDF format.
8.8 Delay Damages		
8.8	Delay Damages: Section 1	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 three percent (3%) of the Contract Price at the Time for Completion Date for Section 1. And will be payable in the following increments: • 0.1% per day of 30% of the total of the Contract Price at the Take Over Date, for the first 10 days of delay. • 0.2% per day of 30% 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 30% 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 30% of the total of the Contract Price at the Take Over Date, for the 26th to the 30th day of delay,
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 (i)	Percentage of retention:	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (ii)	Percentage of retention on SMME/Subcontractors	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount):	10% of Contract Value
14.7 Payment		
14.7 (b)(i)	Period for the Employer/Client to make interim payments to the Contractor under Sub-Clause 14.6 <i>[Interim Payment]</i> :	30 Days (Employer/Client will endeavour to make payment within 15 days after the Statement and supporting information is approved and submitted).
14.7 (b)(ii)	Period for the Employer/Client 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/Client to make final payment to the Contractor:	30 Days
14.7 (b)(i)	Period for the Contractor to make interim payments to the SMME/ Subcontractor under Sub-Clause 14.6 [Interim Payment]: Immaterial of weather the Employer made payment to the Main Contractor or not	15 Days (Employer/Client will endeavour to make payment within 15 days after the Statement and supporting information is approved and submitted).
14.7 (b)(ii)	Period for the Main Contractor to make interim payments to the SMME/Sub-Contractor under Sub-Clause 14.13 [Final Payment]: Immaterial of weather the Employer/Client made payment to the Main Contractor or not	30 Days
14.7 (c)	Period for the Main Contractor to make final payment to the SMME/ Sub-Contractor: Immaterial of weather the Employer/Client made payment to the Main Contractor or not	30 Days
14.8 Delayed Payment		
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)):	0%

14.15 Currencies of Payment		
14.15	Currencies for payment of Contract Price:	South African Rand (ZAR)
19.1 Insurance (General Requirements)		
19.1	Period for submission of insurance:	Evidence of insurance: 14 days Relevant policies: 14 days
19.2 Insurance to be provided by the Contractor		
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	15 % to apply
19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works:	None
19.2.3(a)	Amount of insurance required for liability for breach of professional duty:	150% of design component of the contract
19.2.3(b)	Insurance required against liability for fitness for purpose:	Yes
19.2.3	Period of insurance required for liability for breach of professional duty:	10 Years
19.2.4	Amount of insurance required for injury to persons and damage to property:	R10million per claim and R50million in the aggregate, or such insurance provided by the Contractor in excess of the stated values
19.2.6	Other insurances required by Laws and by local practise:	SASRIA
21.1 Constitution of the DAAB		



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21.1	Time for appointment of DAAB:	21 Days
21.1	The DAAB shall comprise:	1 member
21.2 Failure to Appoint DAAB Member(s)		
21.2	Appointing entity (official) for DAAB member(s):	Association of Arbitrators (Southern Africa)

Particular Conditions of Contract Part B – Special Provisions

The FIDIC Conditions of Contract for Plant and Design-Build (“Silver Book”) 2nd Edition (2017) shall be amended as follows:

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

		“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) shall include the identified Contract Returnable Schedules and may include data, lists and schedules of rates and/or prices.”
1.1.63	Schedule of Payments:	1.1.63 is deleted and replaced by: “Schedule of Payments” means the document(s) entitled Priced Activity Schedule (C2.3), completed by the Contractor and submitted with his tender offer as Tender Returnable Schedule 23, as included in this Contract.”
1.1.66	Section:	1.1.66 is deleted and replaced by: “Section” means a part of the Works specified in the Contract Data as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer/Client (such Section may be an item of Plant).”
1.1.81	Returnable Schedules:	New definition: “Returnable Schedules” means the Tender Returnable Schedules contained in Part T2 in the Tender Data, Part C2 the Pricing Data, and “Schedules of Quantities” means the document entitled Priced Activity Schedule contained in Part C2.3 in the Pricing Data and any Technical Returnable Schedules in Part T2.”
1.5 Priority of Documents		
1.5	Priority of Documents:	1.1.5 is deleted and replaced by: <i>“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</i> a) The Letter of Acceptance b) The Letter of Tender c) The Particular Conditions of Contract

		d) Conditions of Contract for EPC/Turnkey Projects Second Edition 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC). e) The Employer/Client's Requirements – Scope C3,C4 and Appendix f) Priced Activity Schedule at C2.3, g) The completed contract Tender Schedules, <i>If an ambiguity or discrepancy is found in the documents, the Employer's Representative shall issue any necessary clarification or instruction."</i>
1.6 Contract Agreement		
1.6	Contract Agreement:	1.6 is deleted and replaced by: <i>"The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer/Client. The Agreement shall be the fully completed Form of Offer and Acceptance, including the Schedule of Deviations and the Contract Agreement Page contained in the Contract Document at Part C1.1, C1.2, C1.3 and C1.4"</i>
1.12 Confidentiality		
1.12	Confidentiality:	Insert the following after the first paragraph: <i>"The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party."</i>
1.13 Compliance with Laws		
1.13	Compliance with Laws:	Insert " <i>deposits</i> " after " <i>taxes</i> " in 1.13 b).
1.14 Limitation of Liabilities		
1.14	Limitation of Liabilities:	Clause 1.14 is amended by: inserting the following new sub-clause under the first paragraph <i>"(h) Notwithstanding any contrary provision the Contractor shall</i>

		<i>be liable for indirect or consequential loss or damage incurred by the Employer/Client as result of any negligent or intentional act by the Contractor (or his Subcontractors, employees or agents) during the design and/or execution of the Works"</i>
3 The Employer's Representative		
3.1	The Employer's Representative	Add the following to paragraph two (deemed full authority restrictions): "Deemed full authority of the Employer's Representative does not apply to the restrictions outlined below. The Employer's Representative shall obtain the specific written approval of the Employer/Client for the execution of the following functions or duties and the Contractor shall not proceed with any such additional works until the Employer/Client has duly approved and physically signed (written confirmation) a variation order and the Contractor should insist on such a signed copy of such a variation order before commencement of any additional works: - (a) The award of claims in respect of extensions of time Sub-Clause 8.5 (c) The issuing of Variation Orders, in terms of Clause 13. (d) The award of claims in respect of additional costs in terms of Sub-Clause 13.6."
3.6	Replacement of the Employer's Representative:	Deleted and replaced by: <i>"The Employer/Client shall have the right to replace the Employer's Representative."</i>
4 The Contractor		
4.2	Performance Security:	Delete the first sentence of the second paragraph and replace with: <i>"The Contractor shall deliver the Performance Security to the Employer/Client within 14 days from the Contract Date."</i>

		Add the following at the end of the second paragraph: <i>“The form of Performance Security shall contain the precise wording of the document included in Part C1.7 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution which shall be one of the major banks in South Africa approved by the Employer/Client at the date when the guarantee is to be issued.”</i> Replace the ‘42 days’ under Sub-Clause 4.2.2 (b) and (c) with 21 days.
4.3	Contractor’s Representative:	Delete “before the Commencement Date” in the first sentence of the third paragraph and replace with “within 14 days from the Commencement Date”.
4.4	Subcontractors:	Add the following clause: <i>“c) The Contractor shall supply the Employer/Client with, but not limited to, appointment report, signed sub contractor agreements, proof of all orders placed (POs), signed invoices and payment certificates and Proof of Payments with subcontractors upon request by the Employer’s Representative. Information is to be provided on each sub-order, sufficient to identify the material or equipment to which the sub-order relates.”</i>
4.5	Nominated Subcontractors	Add the following at the end of the first paragraph: <i>“ And all Subcontractors which the Contractor shall employ to the extent specified and committed to in the tender Goal Declaration (SMME Target Form under Tender Returnable Schedule, i.e. SCHEDULE 4: FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE Target Form) ’</i> Add the following to Sub-Clause 4.5.2 <i>‘All payments to the Nominated Subcontractor shall be made within 7 Days after the Main Contractor received payment from the Client/employer.</i> Add a new Sub-Clause 4.5.4 <u>Subcontractor Disputes</u> <i>‘The Contractor shall include in all its SMME Subcontract agreements an express obligation for the Client/Employer after a</i>

		<i>notice of dispute has been issued to be the Mediator in resolving the dispute before the dispute is resolved as per the specific Terms and Conditions of the said Subcontract.</i>
4.8	Health and Safety Obligations:	Add the following: <i>“The Contractor’s attention is also drawn to the Health and Safety Specification contained in the Employer/Client’s Requirement.</i> <i>The Employer/Client and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</i> <i>An agreement is included in the Contract Document (Part C1 in Agreements and Contract Data) and shall be completed and submitted to the Employer/Client together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.”</i>
4.17	Contractor’s Equipment:	Add the following: <i>“The Contractor shall provide all necessary storage facilities on Site.”</i>
4.21	Security of the Site:	Add the following sub-paragraph: <i>“(c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer/Client’s Representative or by any competent statutory or other authority for the protection and security of the Works and the Contractor’s Equipment, or for the safety and convenience of the public and for the protection of life and property.”</i>
4.22	Contractor’s Operations on Site:	Add the following: <i>“The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid</i>

		causing damage of new and existing plant, equipment, buildings and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on Completion, remove all covers and shall at his cost rectify all damage to finishes to the satisfaction of the Employer's Representative."
6 Staff and Labour		
6.13	Contract Participation Goal: EME / QSE Obligations	Add the following new Clause 6.13: "The Contractor shall comply with the undertaking at Tender Schedule 4 CONTRACT PARTICIPATION GOAL: EME / QSE Target Form K, and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided "
6.14	Local Labour Requirements	Add the following new Clause 6.14: "The Contractor shall comply with the Local Labour provision to the extent of employing 70% of its Labour as defined in the Employer/Clients Requirements (EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND REQUIREMENTS FOR CONSTRUCTION OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE), and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided" c) The Contractor/Subcontractors shall supply to the Employer Representative with, but not limited to , monthly labour appointment reports, signed labour employment contracts, ID copies, and proof of address of all Labourers and any other documents required as per by Chapter 9 Institutions. Information is to be provided on each Labourer
8 Commencement, Delays and Suspension		
8.3	Programme:	Replace "28 days" referred to in the first paragraph with "14 days":

		Add the following after the first paragraph: <i>“The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions and any Programming Restrictions as instructed by the Employer/Client.”</i>
8.5	Extension of Time for Completion:	Add the following after par (e): <i>“Regarding sub-paragraph (c), no extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then exceptionally adverse climatic conditions shall be deemed to exist, and an extension of the Time for Completion shall be granted in accordance with the provisions of this Sub-Clause.</i> <i>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where adverse weather prevents or disrupts critical work.</i> <i>January: 10 days</i> <i>February: 8 days</i> <i>March: 7 days</i> <i>April: 5 days</i> <i>May: 2 days</i> <i>June: 1 days</i> <i>July: 0 days</i> <i>August: 1 days</i> <i>September: 2 days</i> <i>October: 6 days</i> <i>November: 8 days</i> <i>December: 11 days”</i>

8.11	Payment for Plant and Materials after Employer/Client's Suspension:	Replace sub-paragraph (b) with the following: <i>"(b) the Contractor has provided an advance payment guarantee in accordance with Sub-Clause 14.2 in the Particular Conditions."</i>
11 Defects after Taking Over		
11.1	Completion of Outstanding Work and Remedying Defects:	Add the following before the first paragraph: <i>"A Defects Notification Period shall commence on the date stated in the Taking-Over Certificate for the Works or a Section, or the date that taking-over is deemed to have occurred in accordance with Sub-Clause 10.1 in the Particular Conditions (as the case may be)."</i>
11.3	Extension of Defects Notification Period:	Delete the first paragraph and replace with: <i>"The Employer/Client shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years."</i>
13 Variations and Adjustments		
13.4	Provisional Sums:	Add the following to the last paragraph: <i>"It shall also include a fully detailed tender Adjudication Report, which shall include and be based on three (3) quotations. Quotations shall include full technical descriptions as well as a breakdown of prices. "</i>
14 Contract price and Payment		
14.1	The Contract Price:	The Lumpsum price as stated in the Contractors Priced Activity Schedule at C2.3
14.3	Application for Interim Payment	Delete sub-paragraph (i) and replace with; The estimated contract value of the works executed is the total of the Lumpsums for • each group of completed activities and

		each completed activity which is not in a group as identified in the Priced Activity Schedule per Part C2.3. A completed activity is one which is without defects which would either delay or be covered by immediately following work. And the Contractor's Documents produced, up to the end of the period of payment (including Variations but excluding items described in sub-paragraphs (ii) to (x) below:
14.7	Payment:	Delete sub-paragraphs (a) to (c) and replace with: <i>“(a) the amount certified in each Interim Payment Certificate within 30 days after the Employer’s Representative receives the Statement and supporting documents; and</i> <i>(b) the amount certified in the Final Payment Certificate within 30 days after the Employer/Client receives this Payment Certificate.”</i> Add the following paragraph: <i>“Notwithstanding the above, the Employer’s Representative shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his/her obligations to submit the monthly returns in terms of Sub-Clause 6.9 and 6.10 and as described in the Employer/Client’s Requirements, and any delay in respect of such withholding shall extend all periods in respect of payment thereafter</i>
14.10	Statement at Completion:	Delete “Within 84 days” in the first paragraph and replace with “Within 56 days”.
14.11	Final Statement:	Delete “Within 56 days” in the first paragraph and replace with “Within 28 days”.
14.16	New Sub-Clause: Tax Invoices	<i>“Section 20(1) of the Value Added Tax Act, 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</i> <i>The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Payment Certificate and a Final</i>

		<i>Payment Certificate delivered to the Employer/Client by the Employer's Representative in terms of Sub-Clause 14.6 [Issue of IPC], and Sub-Clause 14.13 [Issue of FPC], respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Employer's Representative and no interest shall accrue.</i> <i>Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Employer's Representative."</i>
15 Termination by Employer/Client		
15.2	Termination for Contractor's Default:	Add the following to 15.2.1 (b): <i>"which shall include the failure by the Contractor to reach Take Over by the end of the Delay Damages limitation as set out under Clause 8.7."</i> Delete and replace the second paragraph under Clause 15.2.2 with: <i>"However, in the case of sub-paragraph (b), (f), (g) or of Sub-Clause 15.2.1[Notice], the Employer/Client may by giving a notice under Sub-Clause 15.2.1 immediately terminate and call upon the Performance Security, the date of termination shall be the date the Contractor receives this Notice."</i>
19 Insurance		
19.1	General Requirements:	Add the following at the end of the first paragraph: <i>"Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa."</i>
19.2	Insurance to be provided by the Contractor:	Add the following at the end of the first paragraph: <i>"In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance."</i>

		Add the following at the end of the first paragraph 19.2.5: <i>“This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.”</i>
21 Disputes and Arbitration		
21.5	Amicable Settlement:	Add the following after the first paragraph: <i>“Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Contract Data.</i> <i>Mediation shall be conducted without legal representation with the costs being borne equally by the parties.</i> <i>The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.</i>

C1.6: Contract Data Part 2: Data Provided by the Contractor (Schedule 17)

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



C1.7: Form of Performance Security (Schedule 18)

PERFORMANCE SECURITY

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

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

"Contractor" means:

"Employer's Representative" means:

"Works" means: Contract No. **CDC/243/24-T THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE -**

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

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



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CDC/243/24-T

12. This Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



C1.8 Occupational Health and Safety Agreement

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

..... ,
(Contractor/Mandatary/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/Client
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



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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 tender and undertake to comply therewith at all times.

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

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

Witness

Mandatory

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

Witness

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

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

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: CDC/243/24-T

CONTRACT TITLE: **THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND
LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE
TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE**

NAME OF CONTRACTOR:

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



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

Yours faithfully

Signed: _____

Part C2: Pricing Data

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Pricing Summary (Schedule 20)

C2.3 Detailed Priced Activity Schedule (Schedule 21)

C2.1 Pricing Instructions

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

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

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

How work is priced and assessed for payment

Clause 14.4 in the FIDIC Silver Book states:

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

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

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

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

Link to the programme

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

Preparing the activity schedule

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

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

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

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

C2.2 Summary Priced Activity Schedule (Schedule 20)

C2.2 Summary Priced Activity Schedule		
Note: Full detailed BOQ to be submitted separately indicating the breakdown of price as per summary below)		
Item	Description	Price
1	Full Design and Build price for the full scope of works as defined in the RFP.	
	Cost should include, but not limited to,	
	1. Construction of fit for purpose facility as per scope of works (as provided)	
	2. Comply to SMME specifications (as provided)	
	3. Comply to ERP specifications, (as provided)	
	4. CIDB BUILD Program for both the Contractor and the Professional Team	
	5. Professional fees (all disciplines) including all application cost to relevant authorities for getting Building occupation certificates, wayleaves, etc.	
	6. Include everything possible and the items are not limited to the above items	
2	Health and Safety and Environmental compliance (Refer to BOQ in Appendix A C2.2.2)	
3	Cost for additional Geotechnical Assessments required over and above what is available in Appendix I (as provided), IF ANY?	
4	Cost for any additional Topographical Surveys required over and above what is available in Appendix K and Q (as provided), IF ANY?	
5	Cost for any additional Traffic Impact Studies required over and above what is available in Appendix J and M (as provided), IF ANY?	
6	Cost for any Further studies required over and above what is available in Appendix I to Appendix S (as provided), IF ANY?	
	List all Further studies and price separately	



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7	Other: List each item separately and price accordingly	
8	Sub-Total A	
9	CSDG (x 0.25% of Sub total A above)	
10	Sub-Total B	
11	15% VAT	
12	TOTAL (Carried to C1.1 Form of Offer Schedule 16 of RFP)	



C2.2 Detailed Priced Activity Schedule by Contractor BOQ (Schedule 21)

To be completed and inserted by the Bidder



Part C3: SCOPE (Employer/Clients Requirements)



PART C3 SCOPE

Part C3.1 – Description of Works

Part C3.2 – List of Drawings

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

Part C3.4 – Planning Specifications for the Contractor

Part C3.5 – Employment Relations Policy

Part C3.6 – SMME Specification

Part C3.7 – Construction Labour Management Specification - (CIDB)

C3.1 Description of the Works

The Tshwane Automotive Special Economic Zone (TASEZ) is Africa's first automotive city. This industrial hub provides investors with a wide range of offerings to help their business flourish and to stimulate economic growth in South Africa.

A portion of land, approximately 200ha, towards the northeastern part of Tshwane was identified to be developed as the first Automotive Special Economic Zone (TASEZ) in Africa. The development initiative was divided in **three phases**. Phase 1 of the development has been successfully constructed.

The **second phase**, approximately 43 ha, is currently being considered for development of multiple facilities on land parcels appropriate for each tenant's requirements.

In the context of the TASEZ development northeast part of Tshwane, the design and built bidder infrastructure scope entails that it will be the contractor's responsibility to deliver all essential services for the Tennant, Ford Customer Service Division (FCSD), who requires a plant to house Ford's Outbound Logistics Sequencing to support the national aftermarket.

Design Specifications:.

The Facility will require an administration area to house office staff, as well as in-plant operating offices. that will be on a portion of ERF 1 of Phase 2 development.

The anticipated total size of the development is approximately 60,000 sqm on a 100,000 sqm land area. The tenant FCSD is prepared to assess alternative design options to optimise the design, generating costs savings, environmental and operational efficiencies.

General Operations:

The general operation hours will be 06h00 – 24h00 Monday to Friday with provision for OT. There may be a need for occasional weekend work, including public holidays. All submissions for any permits or council approvals should be based on 24/7 production facility.

A main administration block will house ZA Parts Supply & Logistics local teams, inclusive of a canteen area and collaborative spaces. The In-plant operations offices will be required to support the management and supervisors working within the plant as well.

Materials handling equipment to be used include:

VNA order pickers and VNA turret trucks, electric reach trucks, gas counterbalance forklifts, electric container forks

A point load of 6.5T should be applied based on the operations of an electric Turret Truck. Specific equipment point loads can be provided if required.

All battery powered equipment is expected to require 3-phase power supply for charging purposes.

Site Safety is paramount: one-way vehicular traffic, physical separation of administrative and operations personnel is required.

Physical separation of vehicular movements is required, inclusive of the operating yard and employee carpark areas.

Secure entrances and control is required for the perimeter entry, main admin building and dedicated warehouse entry points. Full CCTV monitoring of the site, and dedicated control rooms are required.

Facility will comprise of selective racking, very narrow aisle racking, general floor storage, cantilever pallet racking, mezzanine floor (for small parts bin picking)

The mezzanine should be approx. 2,500 sqm storage area of 3 levels (ground plus 2 levels). Integrated lighting, fire suppressing and fans-controlled airflow systems are required. The raised storage area is to be constructed from standard components and is free standing structure. Provision and 3-phase power should be available to support conveyor delivery/ takeaway system will require 3-phase power to support lighting, cooling fans and conveyor in-feeds.

The mezzanine will also require an integrated fire suppressions system to support in-aisle/rack sprinkler systems.

WIFI access points required in warehouse and administration block.

To support the connectivity, a combination of MDF and IDF rooms will be required in offices as well as in-plant comms racks.

Fibre internet connectivity and redundancy backup line is also required.

Site Details

- Proof of ownership of property
- Copy of title deed of property
- Surveyor general diagrams of property
- Onerous conditions as per title deed of property
- Zoning of the site for the intended usage – to permit a distribution centre development
- Confirmation of land size (ha or sqm) – must be $\geq 10,00\text{ha}$ or $100,000\text{sqm}$
- Site plan indicating 100-year flood line
- Location map and GPS coordinates of property – please indicate a) nearest main arterial road on- and off-ramp and b) nearest public transport stops (rail, taxi, etc.)
- Physical address of property
- Municipal valuation of property (inclusive of property rates/taxes amount)
- Services report (water, electricity, sewerage) – site is to be already serviced – if not fully serviced, by which date will it be fully serviced – include in project programme

Confirmation that property will comply with all **FM Global standards** and that Bidder has noted that in-rack sprinklers must not be required according to the proposed design

- Confirmation that Bidder will provide a copy of the Occupation Certificate for the distribution centre development once issued by the relevant local municipality
- Geotechnical & Environmental reports
- Confirmation that site is free from hazardous materials, with no soil or groundwater contamination
- Confirmation of electricity supplier – municipality or Eskom
- Confirmation of electricity supply to property in kVA
- Confirmation that Bidder will be able to provide a back-up electricity supply
- Confirmation of water supplier
- Confirmation that Bidder will be able to provide a back-up water supply
- Confirmation that adequate road infrastructure in place, or date by which it will be

ready

- Confirmation that adequate fibre network infrastructure in place, or plans to install and by which date
- Confirmation that rentable area and supplementary area of the Sequencing Plant development will be determined in terms of the South African Property Owners Association's Method for Measuring Floor Areas in Buildings

RFP Submission Criteria:

The design must comply with but not limited to:

- National Code of Compliance (as at the commencement of the design)
- All relevant South African Standards
- All Local Authority Regulations and requirements
- All relevant OH&S regulations.

It is the tenant's expectation, that the subject design brief and subsequent facilitate will be designed and constructed consistent with all applicable laws, ordinance, codes and Ford corporate standards.

In the event of the possible application of both a Ford global standard and or local municipal codes or standards, the higher standard should prevail, providing there is not evident breach of local regulatory requirements.

Bids should include comprehensive geotechnical and environmental investigation of the total site. All reports should be provided to the Tennant for their information and record.

The Bid is to include all applications costs and necessary approvals to undertake the works including Tennant fit out works to enable the Tennant to occupy and use the premises for the intended purpose. Any conditions of development or occupy must be communicated and agreed with the Tennant.

Upon completion of the Project the Developer is to provide all relevant certificate and approvals by the Authorities to enable occupation and operation of the premises.

Tenant Fit out Requirements.

Bids to include all works as per the “white box” definition only.

The following tenant fit out requirements will be for the cost and the responsibility of the tenant.

-

- Cranes
- Special floor finishes
- Cone angles for the columns
- IT cabling and facilities hardware
- Security cabling and CCTV hardware
- Ford corporate access control system
- Kitchen, Dining Areas and Kitchenettes fit outs
- PMHV battery charging stations
- Warehouse operation workstations
- Warehouse operational fences, line marking and barriers.
- Warehouse operating turntables and work benches
- Warehouse racking and shelving

Practical Completion :

- Upon Practical completion - the Developer is to undertake a final clean upon completion of the works, to ensure all structural members are sprayed clean and free of substantial marks.
- The internal warehouse floor must be wet scrubbed clean, and the Bidder is to remove all rubbish and debris including the roof area, no concrete particles are to be left on site.
- All stormwater pits are to be CCTV inspected and no construction rubbish left in the stormwater drains or pits, CCTV is to be included in the handover manuals.
- All internal offices are to be cleaned. And all rubbish is to be removed off-site.
- This PC cleaning standard is required for any area that is handed over to FCSD as part of an early access requirement
- Practical completion means that the works have reached completion, the site is fully secured and that live power is provided.
- Practical completion means that FCSD can start operating and that no outstanding works will interfere with their operation.
- The Developer is to provide to FCSD four (4) weeks prior to reaching Practical

Completion a handover plan detailing the processes for completion, testing and commissioning required to reach Practical Completion.

- It should also include:
- A detailed process map for defects management from raising a defect to the signoff of the rectification works.
- A training program.
- A list of information to be provided at Practical Completion.
- At Practical completion the Developer is to provide a completion letter/lease commencement letter to FCSD outlining the following:
 - Gross rentable area (GRA) and supplementary area survey of all building areas, awnings and external pavements in accordance with the South African Property Owners Association's Method for Measuring Floor Areas in Buildings.
 - Defects list and schedule for rectification.
 - Occupational certificate.
 - Emergency contact details.
 - Maintenance plan and contacts for Ford Safety inductions
- No longer than four (4) weeks after practical completion the Developer is to handover maintenance and operational manuals.
- No longer than two (2) weeks after FCSD has provided their approval, the Developer is to provide a final package.
- All Documentation shall be in soft copy and 2 hard copy.

**FOR LIST OF DETAILED INFORMATION REFER TO DOCUMENT 20230829_TASEZ
Phase 2_Ford - User Requirement AS PER ANNEXTURES**

This encompasses but not limited to the **design and construction** of:

- The complete FACILITY fit for purpose.
- the implementation of robust stormwater drainage systems to mitigate flooding risks.
- the establishment of water and fire water supply networks to meet operational and safety requirements.
- the provision of sanitation infrastructure for effective waste management and hygiene standards.
- Bulk earthwork platforms with associated retaining walls
- The provision of adequate electrical reticulation
- The provision of adequate mechanical reticulation

This approach underscores the contractor's pivotal role in delivering a comprehensive and sustainable infrastructure framework to support the development objectives of the TASEZ.

In addition to the above the scope for design and construction includes the integration of all internal traffic movement with the main and secondary ring roads from the site into the overall plan.

The scope for the stormwater drainage system within the development project encompasses a comprehensive strategy to manage rainwater runoff effectively. Central to this plan is the inclusion of attenuation measures where required, strategically positioned to mitigate the impact of stormwater runoff. These attenuation systems will play a critical role in slowing down the flow of stormwater, reducing the risk of flooding and erosion, and ultimately protecting the integrity of the surrounding environment.

The stormwater drainage network will tie into a external stormwater system that will collect the water from the property into a main collector, by others, that will runoff from the property towards the Willow Spruit, located east of the development area.

It's imperative that the system be designed and constructed in strict accordance with the City of Tshwane's design guidelines and specifications. Adhering to these standards ensures not only regulatory compliance but also the creation of a robust and reliable stormwater infrastructure that meets the needs of the development while safeguarding the local ecosystem.

The scope for the domestic water supply system within the development entails designing and constructing a robust infrastructure capable of supplying adequate water to the FACILITY. While the municipal water supply will be accessible at the boundary of the development, the internal water supply system will be meticulously planned to ensure reliable distribution to the FACILITY. Each property will be supplied with a water connection according to the City of Tshwane's specifications and details.

The scope for the fire water supply system within the development is integral to ensuring the safety and security of the FACILITY. The fire water supply system must be strategically located for optimal accessibility and effectiveness. The system needs to meet north COT standards and all other regulatory body standards applicable and are

also to be designed to meet ASIB (Automatic Sprinkler Inspection Bureau) compliance standards

The scope for the sewer drainage design and construction of the FACILITY is crucial for effective sanitation. The sewer system must be planned to drain the development and connect into the municipal system. This municipal system, running parallel to the Willow Spruit in a northern direction, serves as a vital connection point for the disposal of sewage from the property. It is imperative that the sewer drainage system is seamlessly integrated with this municipal system, ensuring efficient and environmentally responsible waste disposal practices. Moreover, the system should be designed and constructed according to the City of Tshwane's design guidelines and specifications, ensuring regulatory compliance and the highest standards of performance and safety.

The bulk earthworks scope entails shaping the terrain for the FACILITY the development's infrastructure. This involves the design and construction tasks such as excavation, grading, and land shaping to establish stable platforms exclusively for subsequent construction operations. The design may also include the planning and implementation of retaining walls, utilizing concrete and block structures as needed to manage slopes and ensure stability, with selection criteria based on height requirements. Additionally, emphasis is placed on designing bulk earthworks platforms to provide on-grade access to surrounding roads whenever feasible. The design approach is contingent upon the findings of a site-specific geotechnical report, which dictates the utilization of in-situ materials and ensures alignment with geological conditions to mitigate risks and uphold safety, efficiency, and sustainability standards throughout the process.

C3.2 List of Drawings

The available high-level drawings for the tender provide a foundational framework outlining the envisioned infrastructure necessary for the development. It's important to note that these drawings serve as an indication rather than a definitive blueprint, offering a preliminary understanding of the infrastructure requirements. As such, they provide essential guidance for contractors to assess the scope of work and prepare their proposals accordingly. However, it's crucial for bidders to recognize that adjustments and refinements may be necessary throughout the design and construction process to accommodate evolving needs and regulatory considerations. Therefore, while the available drawings offer valuable insights into the anticipated infrastructure, contractors should approach their tender submissions with flexibility and readiness to adapt to potential modifications as the project progresses.

List of drawings:

<u>List of Drawings Appendix C</u>	
Drawing Number	Description
CDC/528/23-S- CIV- 000- GN- 00- 01	General Notes Layout
CDC/528/23-S- CIV- 000- LP- 00- 01	General Layout
CDC/528/23-S- CIV- 000- BE- 00- 01	Bulk Earthworks Layout
CDC/528/23-S- CIV- 000- RW- 00- 01	Retaining Wall Layout
CDC/528/23-S- CIV- 000- RP- 00- 01	Road Layout
CDC/528/23-S- CIV- 000- SW- 00- 01	Stormwater Layout
CDC/528/23-S- CIV- 000- WA- 00- 01	Water and Fire Water Layout
CDC/528/23-S- CIV- 000- SE- 00- 01	Sewer Layout
230901-001	TOPOGRAPHICAL SURVEY PTN 3 OF FARM NO. 340 - JR Sheet 1 of 4
230901-002	TOPOGRAPHICAL SURVEY PTN 3 OF FARM NO. 340 - JR Sheet 2 of 4



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230901-003	TOPOGRAPHICAL SURVEY PTN 3 OF FARM NO. 340 - JR Sheet 3of 4
230901-004	TOPOGRAPHICAL SURVEY PTN 3 OF FARM NO. 340 - JR Sheet 4 of 4
230901-005	TOPOGRAPHICAL SURVEY PTN 3 OF FARM NO. 340 - JR - Sheet Layout



C3.3 Health and Safety & Environmental Specifications

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

C3.4 Planning Specifications for Contractors

1. CLIENTS MINIMUM EXPECTATIONS FROM THE CONTRACTORS

APPOINTED KEY PERSONAL

SCOPE OF SERVICES

The scope of work below is to be read over and above that prescribed by the Accredited Professional Body to which the Consultant(s) belongs. This includes, but is not limited to the following:

GENERIC SCOPE OF WORK PER STAGE AND DELIVERABLE FOR THE KEY PERSONAL

STAGE	DESCRIPTION	SCOPE OF SERVICES	PSP DELIVERABLES
Stage 1	Inception and Consultations	a) Attend Project Briefing Meeting with client and other stakeholders; b) Finalise any outstanding contractual issues leading up to signing of consultancy agreement; c) Source and/or collect any available necessary project documentation (drawings, reports, plan, etc.); d) Prepare and submit the Project Implementation Plan (PIP) which will include the scope of work, milestones, schedule of activities, fee split per deliverable/milestone and method of measuring progress; e) Assess site accessibility f) Carry out flood line studies if required; g) Determine if environmental impact assessment or basic	a) Project Implementation Plan (PIP) to the CDC proforma; b) Detailed PSP Work Programme; c) Report on project, site and functional requirements. d) Schedule of required surveys, tests, analyses, site and other investigations e) Schedule of consents and approvals and related lead times. f) Consultation Report. g) Project Scoping Report. h) Monthly Progress Reports.

		assessments for the project design are required; h) Prepare and submit any water use licence and if available incorporate its conditions on the designs; i) Assess current and future/planned rezoning and land usage management which can impact designs; j) Conduct site assessments to determine viability of project scope implementation on allocated site. k) Confirm surrounding support facilities and infrastructure for the project scope i.e electricity supply, etc; l) Conduct topographical surveys through procurement and appointment of a competent service provider as a sub consultant payable from the Disbursement allowance; m) Conduct geotechnical investigations through procurement and appointment of a competent service provider as a sub consultant payable from the Disbursement allowance; n) Conduct a detailed conditional assessment of the existing services and assess availability and capacity of all bulk services (water, etc.) for reuse	i) Preliminary Cost Estimates j) Meeting Minutes; and k) EIA Assessment Questionnaire
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		where possible (consult with relevant authorities); o) Assess all existing and planned services traversing the site; p) Conduct assessments and obtain approvals for Safety, Health and Environmental; q) Identify any site constraints (e.g. Proximity to other structures and activities taking place near the site); r) Arrange, conduct and record all Project Team co-ordination, design progress and other meetings; s) Develop a detailed Assessment Report covering all areas of investigation as highlighted above; t) Identify and confirm Key Stakeholders and obtain user requirements; u) Engage with the CoT and Provincial Departments where necessary to confirm their requirements; v) Consult with local Authority to confirm applicable local by-laws and any required Statutory Approvals; w) Consult Local Community via Community Project Committee/ CDC Stakeholder representative; x) Assist and advise the CDC's Human Capital Resources Unit (HCS) on any social economic related matters; and y) Compile a Consultation Report – covering	
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		outcomes of consultations highlighted above; and z) Compile a Project Scoping Report for approval by CDC.	
STAGE	DESCRIPTION	SCOPE OF SERVICES	PSP DELIVERABLES
Stage 2 (As per Schedule A1).	Concept Design (Preliminary Designs)	a) Attend all Project Progress Meetings and other ad-hoc meetings. b) Attend all Planning and Design meetings. c) Ensure compliance with latest design norms and standards applicable to the required project scope designs and international best practices; d) Develop WBS, WBS Dictionary and Baseline Plan; e) Development concept designs that reflect operational efficiencies and value for money; f) Agree with the CDC on the format and procedures for cost control and reporting for the project; g) Manage and monitor the preparation of project costing with specific reference to site matters that may affect the project costs; h) Prepare preliminary designs with relevant drawings; i) Prepare preliminary cost estimates and project programme; j) Prepare and submit the Site Development Plans (SDP)	a) Preliminary designs and drawings (signed); b) Work Breakdown Structure (WBS), WBS Dictionary and Baseline Plans; c) Signed Concept Designs Report d) Bi-weekly updated Cost Estimates (signed); e) Meeting Minutes (signed); f) Value Engineering Report; g) Signed monthly Progress Reports; h) Biweekly co-ordination meetings i) Updated PSP Work Programme; and j) Stage 2 Design Report signed by COT

		to local authorities where necessary (for top structures only); and k) Conduct Value Engineering workshops with all key stakeholders and produce a Value Engineering Report; and l) Final Stage 2 design report for approval by COT.	
STAGE	DESCRIPTION	SCOPE OF SERVICES	PSP DELIVERABLES
Stage 3	Detail Designs	a) Conduct biweekly Project Progress Design meetings with the consultants and other project stakeholders; b) Lead PSP Project/Team Manager age the performance of the consultant team with specific reference to deliverables, and fee payable; c) Actively pursue the optimisation of the designs and implementation strategies; d) Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project; e) Prepare, co-ordinate and agree on a Detailed Design and Documentation for the project with the CDC; f) Produce design development drawings, technical details and outline specifications. Use appropriate design software where simulations	a) Design Development drawings; b) Working Drawings; c) Updated Drawing register; d) Outline Specifications; e) Signed Detailed Cost Estimates; f) Signed Detailed Design Report; g) Signed Designs by CoT h) Baseline PSP Work Programme; i) Fire Plans (where applicable); j) Value Engineering Record; and k) Meeting Minutes signed

		of how the system shall work is presented. g) Comply with the Environmental Authorization, EIA, EMPr, WULA or any other compliance conditions for the Phase 2 development h) Consultants to assist Contractors to have permitted access to do permitted work in the wetland as per the conditions stated in g) i) Prepare detailed Bill of Quantities; j) Manage, co-ordinate and integrate the design in a sequence to suit the project design, documentation with all stakeholders; k) Prepare detailed cost estimates (pre-tender); l) Identify SMME work packages in consultation with CDC PM and SMME Unit. and prepare work packages that would cover GB 1 – 3, and 4 – 6 with a backup BOQ, which would be later refined in accordance with the contractor's declaration and community requirements. It is not possible for the client to determine the number of SMME at this stage, thus the bidder is required to assume a number between 15 – 20 SMMEs to be determined after appointment of a contractor.	
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		m) Facilitate and manage the end-user participation, by establishing the working group committee to participate in meetings during the design of the project; n) Manage and monitor the timeous submission by the design team of all drawings and documentation to obtain the necessary statutory approvals; o) Conduct Value Engineering exercise and evaluation of cost effective designs; p) Facilitate any input from the designers required by Health and Safety consultant to develop project specific health & safety documentation; q) Establish responsibilities and monitor the information flow (to and from) all stakeholders; and r) Prepare and issue Detailed Design Report for approval by CDC.	
STAGE	DESCRIPTION	SCOPE OF SERVICES	PSP DELIVERABLES
Stage 4	Tender Documentation and Procurement	a) Provide advice on all appropriate insurances; b) Phased compilation where applicable and approval of Tender Documentation including Tender Drawings and Bill of Quantities; c) Updated pre-tender cost estimate;	a) Working Drawings for Tender; b) Detail BOQ with provisional amounts for SMMEs c) Tender Documentation; d) Tender Presentations at all tender briefings;

		d) Assess samples and products for compliance and design intent; e) Production of copies of the required number of Tender Documents for issue to tenderers; f) Attend Tender Briefing Meetings and assist with tender briefing presentations; g) Assist with responses to technical and design related questions during tender stage; h) Assist with tender evaluation: arithmetical error checking, contractor's technical compliance and ability, tendered rate analysis (within the allocated time for evaluation), and assist with technical clarification; if required and. Including SMMEs tender evaluation when they are procured to be appointed by main contractor. i) Assist with compilation with Schedule of Deviations.	e) Tender Evaluation Report; f) Attend biweekly technical / coordination meetings g) Meeting Minutes (signed) h) Monthly Progress Reports (signed)
STAGE	DESCRIPTION	SCOPE OF SERVICES	PSP DELIVERABLES
Stage 5	Construction	a) Assist with balancing of tendered rates in bills post tender award; b) Evaluate appointed contractor's resource against tender resources; c) Ensure that all contractual obligations from the contractor are met e.g.	a) Contractor's Resource Approval; b) Site Possession Certificate (where applicable); c) Issue of Contractual Letters/Notices; d) Measurement for Payment;

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		guarantees, insurances, work programmes, etc and are in place; d) Manage the performance of the contractor with specific reference to deliverables, quality, risks, cost control and rate of progress; e) Actively pursue the optimisation of the designs and implementation strategies during construction; f) Provide for Level 3: full-time construction monitoring by making available construction monitoring staff (Qualified Resident Engineer, Clerk of Works) to maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate; assist with the preparation of as-built records and drawings to the extent required in the agreement with the client; where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client ;	e) Issue Payment Certificates; f) Consultant's Monthly Progress Reports (signed) g) Biweekly Cost Report signed; h) Bi-weekly site meetings (Progress and technical meetings) i) Manage Request for Information (RIF) Schedule; j) Approved Variation Orders before work is done; k) Monthly Environmental Audit report; l) Progress Site Meeting Minutes; m) Test results and certificates; and n) Obtaining wayleave approvals timeously
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		g) Actively pursue the optimisation of the designs and implementation strategies during construction; h) Process wayleave(s) applications and monitor the process to timeously obtain approvals. i) Facilitate the hand-over of site to the contractor; j) PSPs depending on trades to attend SMMEs briefing meetings, and later technical meetings during implementation; k) Establish and co-ordinate the formal and informal communication structure and procedures during the construction period; l) Monitor, review and issue notices to the contractor on the contract work programme in relation to works being executed; m) Monitor the compliance by the contractor/s of the requirements through the Professional Health & Safety Agent during construction; n) Monitor the compliance by the contractor/s of the requirements through the Environmental Control Office and SHE /Practitioner; o) Monitor the compliance by the contractors of the requirements of the Socio-Economic Deliverables;	
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		p) Agree and manage the document schedule to ensure timeous delivery of required information to the contractor including issue of drawings, specifications and site instructions; q) Align your procedure for monitoring, controlling and agreeing all scope and cost variations with the CDC Change management control procedure. Formal approvals to be obtained from CDC prior to instruction to proceed with any scope changes and/or additional works; r) Agree and monitor all quality assurance procedures and implementation thereof by the consultant and the contractor; s) Prepare the main contractors' IPC, also assist with Sub-contractors measurements of work and incorporation into the main contractor's IPC. Monitor, review, approve and certify bi-weekly progress payments; t) Monitor, review, approve and certify monthly progress payments; u) Receive, review and adjudicate any contractual claims for the CDC's approval; v) Receive, review and adjudicate any contractual claims for (for the main	
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		contractor together with the sub-contractors) and make a recommendation to CDC to the CDC's for approval; w) Monitor and report on critical path of contractor's programme and recommend changes when necessary; x) Submit all necessary cash flows and updates to the CDC bi-weekly basis (signed); y) Prepare and issue a biweekly project signed cost report (financial management) to the CDC; z) Monitor, actively manage and report on socio-economic specifications for the contractor to achieve targets set out in the contract (70% of local labour, 2% People living with Disabilities, identified and agreed participation of SMMEs) aa) Monitor, actively manage and report on SMME work and resources of the contractor to achieve targets bb) Review and monitor all SMME contracts between the main contractor and SMMEs cc) Review and monitor all Labour contracts between the main contractor and Labour; dd) Assist in disputes resolution between SMME and Contractor (in liaison with	
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		the CDC SMME Manager and Stakeholder representative; ee) Assist in dispute resolution between Labour and Contractor in liaison with the CDC Labour Manager and Stakeholder representative); ff) Manage, co-ordinate and monitor all necessary works for commissioning for hand over involving local authority inspection and sign-off; gg) Facilitate and review all operating and maintenance manuals for hand over to user client and ensure contractor's training is provided; hh) Ensure tests for completion have been provided and approved with certificates available; and ii) Co-ordinate, participate and manage defects/snag lists to enable the issue of the Taking Over Certificate according to the contract.	
STAGE	DESCRIPTION	SCOPE OF SERVICES	PSP DELIVERABLES
Stage 6	Close-Out	a) Manage, co-ordinate and expedite the preparation of As-Built drawings properly surveyed) and signed by Contractor and consultants, all operating and maintenance manuals as well as warranties and guarantees for the remainder of the Contract;	a) As-Built Drawings; b) Operating and Maintenance Manuals (where applicable); c) Training Manuals; d) Final Account/Payment Certificate and Statement

**COEGA DEVELOPMENT CORPORATION (PTY) LTD.
THE DESIGN AND CONSTRUCTION OF THE FORD OUTBOUND
LOGISTICS SEQUENCING FACILITY ON PHASE 2 OF THE TSHWANE
AUTOMOTIVE SPECIAL ECONOMIC ZONE - CDC/243/24-T**

		b) Submit As-Built drawing in electronic format, PDF and AutoCad or similar; c) Manage, co-ordinate and expedite the preparation and agreement of the final account/payment certificate with contractor. d) Monitor and advise on the execution of the defect's items during the defect's notification period to achieve the Final Approval Certificate; and e) Prepare final payment certificate and statement; and f) Prepare and issue final project Close Out report for approval by CDC.	e) Close-Out Report; and f) Final Fees and Disbursements
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2. GEOTECHNICAL INVESTIGATION

1.1. SCOPE

Rocksoil Consult conducted a basic engineering geotechnical site investigation in May 2019 and compiled a report for tender design purposes dated 30 September 2019. The level of investigation is for planning and conceptualization purposes. This tender design geotechnical investigation report should not be confused with the detailed design investigation, or the geotechnical design report defined by the code of practice (SAICE, 2010). Infill geotechnical investigation work will be required as well as a geotechnical design report for final design-level input for the property as indicated on the drawings.

1.2. APPLICABLE STANDARDS

Detailed design investigation to be conducted as per the code of practice (SAICE 2010).

1.3. MEASUREMENT AND PAYMENT

The lump sum shall include full compensation for the detailed Infill geotechnical investigation work which will be required as well as a geotechnical design report for final design-level input for the property as indicated on the drawings.

3. TOPOGRAPHICAL SURVEY

1.1. SCOPE

Trail Surveys conducted an engineering survey. The survey includes the following:

- Airborne Lidar survey and aerial photography.
- All man-made and natural features.
- Cadastral boundaries and developmental constraints on site.
- Benchmarks

1.2. MEASUREMENT AND PAYMENT

The lump sum shall include full compensation for the confirmation of the

benchmarks and checking of the correctness of the survey.

4. TRAFFIC IMPACT ASSESMENT

1.1. SCOPE

A traffic impact study was conducted in September 2022 by BVI CONSULTING ENGINEERS WESTERN CAPE (PTY) LTD.

In light of the proposed new road layout within the development, it is imperative to update the existing traffic impact assessment to accurately reflect these changes and what will be required for the Ford Facility's traffic needs. This update is essential for determining the road and lane requirements necessary to undertake a geometric road design effectively internally and joining onto the access roads coming to the site. By incorporating the proposed road layout adjustments into the assessment, planners and engineers can assess the anticipated traffic flow patterns, volumes, and potential impacts on surrounding infrastructure. This updated assessment will provide invaluable insights into the specific road and lane configurations needed to accommodate projected traffic demands while ensuring optimal safety and efficiency.

1.2. MEASUREMENT AND PAYMENT

The lump sum provided for the project should be all-inclusive, encompassing all necessary components and services required to conduct a thorough and comprehensive assessment. This includes but is not limited to data collection, analysis, modelling, consultations, and report preparation.

5. FURTHER STUDIES

1.1. SCOPE

As part of the tender process, it is imperative for the contractor to thoroughly evaluate the information and reports provided, taking into account the comprehensive scope of the project. Additionally, the contractor should make allowances for any potential studies that may be required by the City of Tshwane to assess the extent of infrastructure needs and identify shortcomings in the existing municipal system concerning the development. Some of these studies may include,

but are not limited to, an assessment of the municipal water supply system as well as the sewer drainage system. This proactive approach ensures that the contractor is well-prepared to address any potential challenges or gaps in the infrastructure, thereby enabling them to develop robust and informed proposals that align with the project's objectives and regulatory requirements. By considering the possibility of additional studies upfront, the contractor demonstrates a commitment to thoroughness and diligence, laying the groundwork for a successful and seamless execution of the project.

1.2. MEASUREMENT AND PAYMENT

The lump sum tender for the project will include all aspects of the process, encompassing any necessary modelling, reporting, and approval by the City of Tshwane. This ensures that the contractor assumes responsibility for the entire study process, from data collection to the submission of final reports and obtaining necessary approvals. By incorporating these components into the tendered rate, there is clarity and transparency regarding the scope of work and associated costs, thereby facilitating effective budgeting and resource allocation.

6. ADDITIONAL APPROVALS

1.1. SCOPE

In addition to the normal design approval processes, various approvals may be required from the City of Tshwane that are specific to the unique aspects of the project. These additional approvals could encompass wayleave applications, which are permissions granted by the city to allow utilities or infrastructure to be installed within municipal land or rights-of-way. Wayleave applications are essential for projects that involve the installation of utilities such as pipelines or cables that traverse public or municipal-owned land. Securing these approvals ensures compliance with local regulations and mitigates any potential disruptions to existing infrastructure or services. It's worth noting that this requirement extends beyond the City of Tshwane to include any other regulatory-affected authority. Therefore, as part of the project planning and approval process, it is crucial to account for and obtain the necessary wayleave approvals from all relevant authorities to facilitate the smooth implementation of the development.

1.2. MEASUREMENT AND PAYMENT

The lump sum provided for the works outlined in the above paragraph will include all efforts to obtain the formal approvals required for the project. This encompasses the time, resources, and expertise necessary to navigate the approval processes with the City of Tshwane and any other relevant regulatory authorities. From preparing and submitting applications to engaging in consultations and addressing any queries or concerns raised by the authorities, the rate will cover all aspects of the approval-seeking process.

Note further Planning Specification for Contractors is contained in Appendix E contained in the **Appendix: Annexures, Drawings, Reports, Schematics & Surveys** Section to this Document



C3.5 Employment Relations Policy

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

C3.6 SMME Specification

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

C3.7 CONSTRUCTION LABOUR MANAGEMENT SPECIFICATION FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS

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

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

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

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

The main contractor shall also submit to TASEZ Skills Development Centre (TSDC) via the Employer' Representative, monthly CSDG training compliance reports, as well as the final CSDG training compliance report within ten (10) days of **taking over** certification. Such training reports shall be in the format as required by TASEZ SKILLS DEVELOPMENT CENTRE (TSDC) and include all CSDG deliverables by all subcontractors.

The preference of selection and placement of appropriate trainees/ learners/ candidates shall be local individuals, in line with identified local Target Areas. The initial search shall be limited to the Project Job Seekers' Database (which includes training/ development opportunity seekers) managed by TASEZ SKILLS DEVELOPMENT CENTRE (TSDC). Only upon written confirmation from TASEZ Skills Development Centre (TSDC) of the non-availability of candidates per instance, shall contractors be obligated to recruit required trainees/ learners/ interns/ candidates professionals through own conventional means for subsequent prior placement approval by TASEZ Skills Development Centre (TSDC).

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

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

Deliverable T 1.2: The Contractor shall ensure the provision of structured workplace learning opportunities for apprentices and/or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG

No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications. (CSDG Method 2)

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

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

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

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

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

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004	Construction Skills Development Goal (CSDG) (%)
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Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering OR General Building	0.375
EE	Electrical Engineering Works (Buildings)	0.25

EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering Works	0.25
SB	Specialist	0.25

Professional Service Provider contracts:

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

For example:

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

CONTRACT SKILLS DEVELOPMENT GOAL CREDITS

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

Type of Training Opportunity	Provision for Stipends (unemployed only)	Provisions for Mentorship	Provisions for Additional Costs*	Total Costs PER QUARTER	
				Unemployed	Employed
Method 1					
Occupational Qualifications	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET Graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A

Method 4					
Candidates with a 360 credit qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

DENIAL OF CREDITS

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

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

COMPLIANCE REQUIREMENTS (CONTRACTORS):

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

National Govt Departments		All	Grade 7	12 months
Public Entities		All	Grade 7	12 months

COMPLIANCE REQUIREMENTS (PSPs):

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



Part C4: Site Information

PART C4 SITE INFORMATION

The new development is strategically positioned in the northeastern precincts of Tshwane, nestled between Vonkprop street to the south and Propshaft street to the west. Anchored by the prominent Bronkhorstspuit road to the south, the development enjoys convenient access to and from various parts of Tshwane.

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

Class: Farm Portion

LIS Key: 066800000/3/R

Parcel No:

Portion No: 3/R

Legal Area: 810660

Status: Registered

Boundary Label: THE WILLOWS 340-JR

Ward: 86

Region: Region 6

Latitude -25.738531°

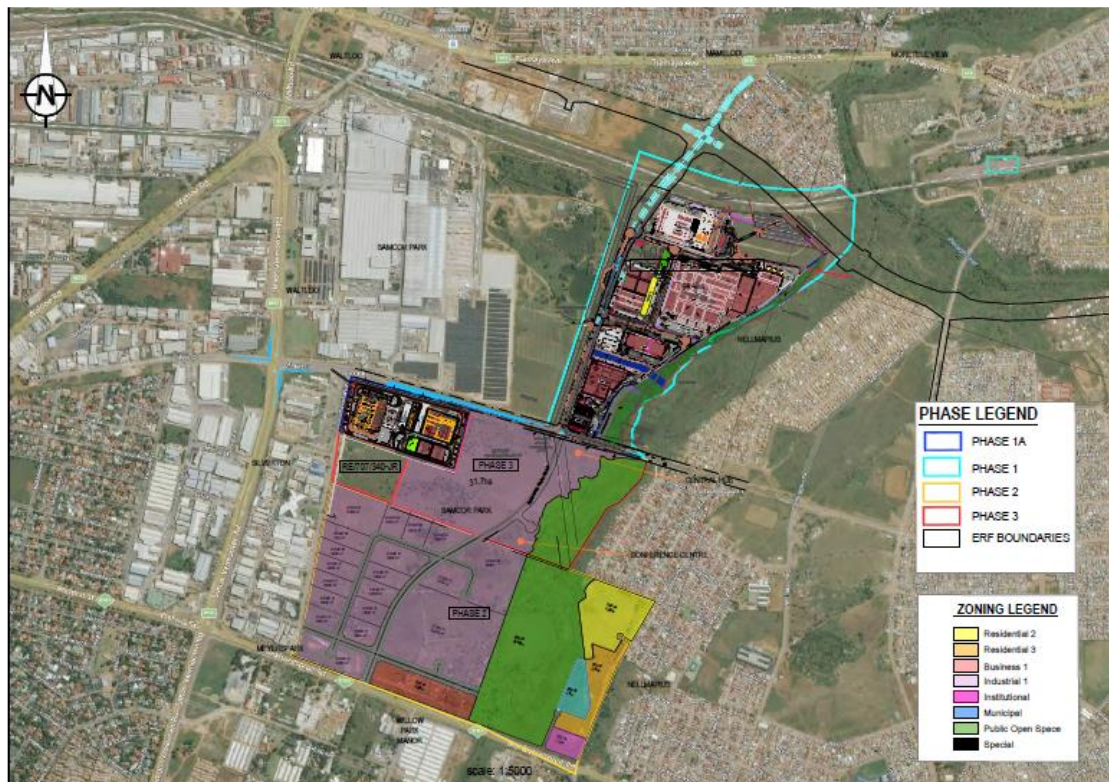
Longitude 28.336109°

The following site information is available and form part of the tender document:

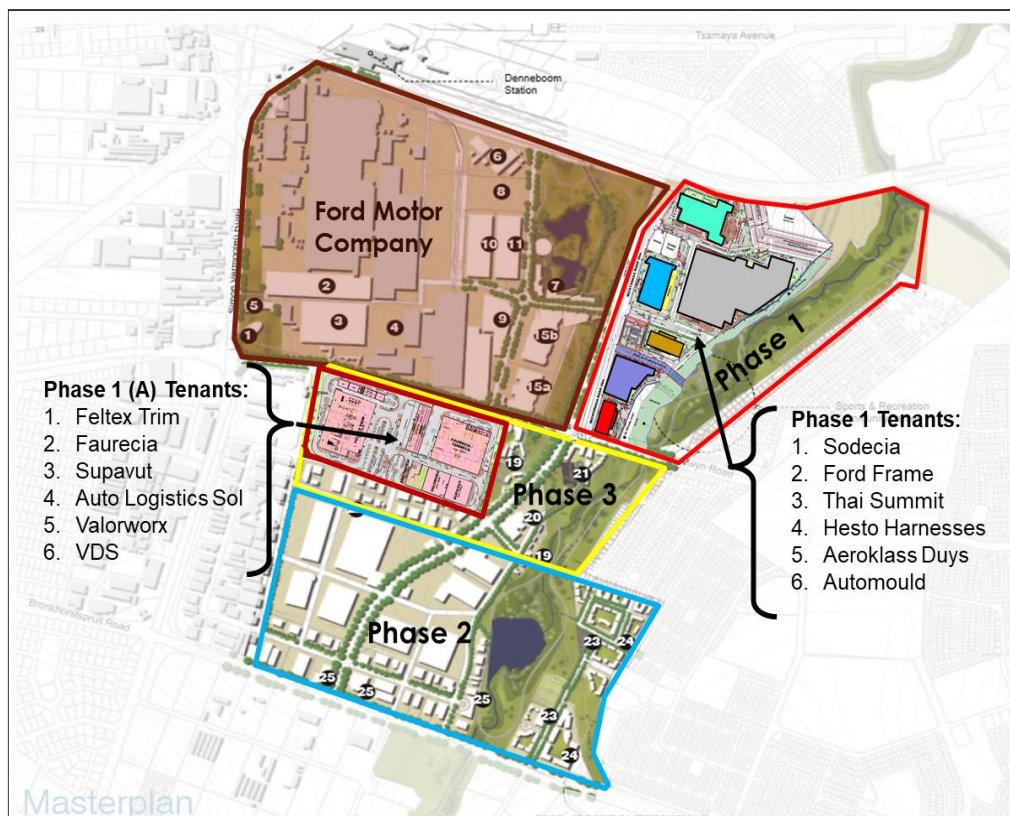
- Environmental Impact Assessment Report compiled by Rock Environmental Consulting Dated December 2021.
- Environmental approval – GDARD – dated 9 February 2022
- Water use License, proof of application
- Environmental Management Programme - Compiled by REC Services – Dated 28 July 2021
- A Stormwater Floodline determination Report by BVI Consulting Engineers – Date September 2022.
- Geotechnical Report – Rocksoil Consult – Dated 30 September 2019.
- Traffic Impact Assessment – BVI Consulting Engineers – Dated 14 September 2022.

- Wetland and Riparian Delineation - Compiled by Dr. SA Mitchell – Dated October 2020
- Wetland Rehabilitation Plan - Compiled by Dr. SA Mitchell – Dated 25 June 2019

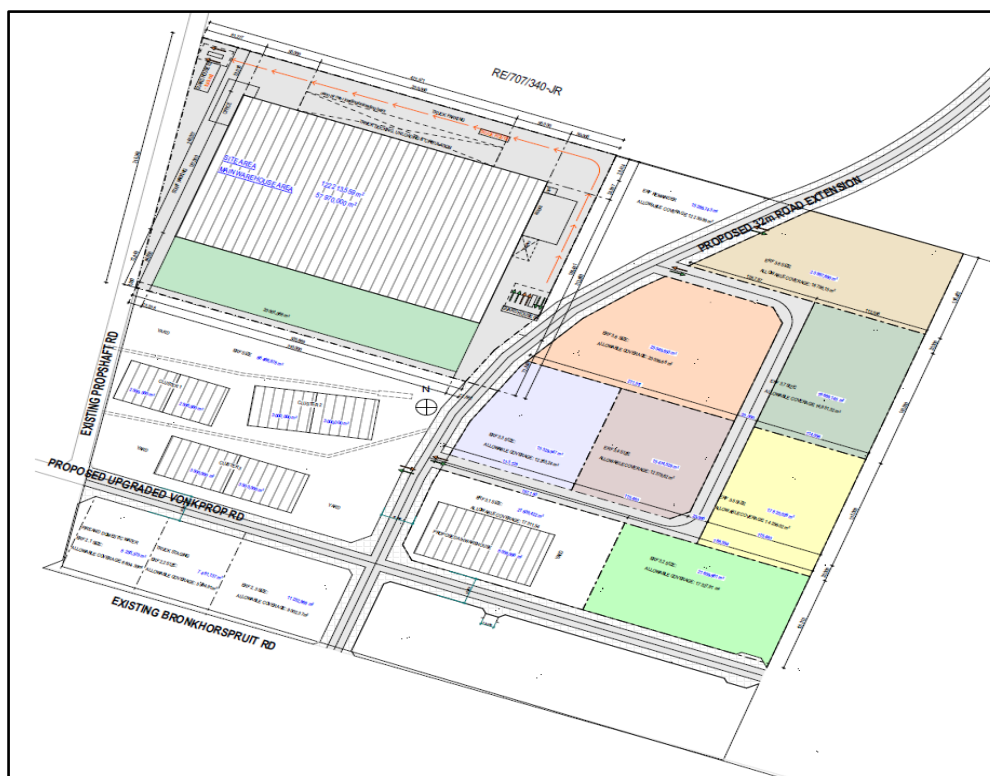
Below is a pictures showing the position of the demarcated site for the FACILITY on the Phase 2 development.



Picture 1 – Project Location



Picture 2 – Proposed Phases 1, 1 A, 2 and 3



Picture 3 – Proposed Phase 2 Site Development Plan



Picture 4 – Proposed Site

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

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

List of Appendixes		
Item	Description	Appendix
Link	Appendix for FORD OUTBOUND FACILITY (Click on the Link above to access the site with all the Appendix. No need to print with tender submission pack)	Click on the Link to access appendix below
PART C2 PRICING		
C2.2	Pricing Summary	Appendix A
PART C3 SCOPE		
C3.1	User Requirements	Appendix B
C3.2	Drawings	Appendix C
C3.3	Health and Safety and Environmental Specification	Appendix D
C3.4	Planning Specification for Contractors	Appendix E
C3.5	Employment Relations Policy	Appendix F
C3.6	SMME specification	Appendix G
PART C4 SITE INFORMATION		
	Environmental Site Information	Appendix H
	Geotechnical Report	Appendix I
	Survey Information	Appendix J
	Traffic Impact Assessment	Appendix K
	Flood line Study & Topographical Survey	Appendix L
	Survey And extended Wetlands Information	Appendix M
	EIA RoD	Appendix N
	Wetlands and Riparian Delineation	Appendix O
	Wetlands Rehabilitation Plan	Appendix P
	Additional TIA	Appendix Q
	Stormwater Flood line Determination	Appendix R
	Public Transport Study	Appendix S