



**COEGA DEVELOPMENT CORPORATION (PTY) LTD**

**CONTRACT No. CDC/158/26**

FOR

**CONSTRUCTION WORKS FOR EXTENSION TO THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ**

**BOOK 1 of 2: THE TENDER AND CONTRACT (RETURNABLE)**

**CLOSING DATE:**

**PREPARED FOR:**

**COEGA DEVELOPMENT CORPORATION (PTY) LTD**

Corner Alcyon and Zibuko Street

Coega SEZ Zone 1

Gqeberha

6001

NAME OF BIDDER:

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## RESPONSIVENESS CHECKLIST

**TABLE 1: COMPLIANCE ADMINISTRATIVE REQUIREMENT**

ITM	DESCRIPTION
1	Completed and signed <b>Invitation to Bid (SBD 1)</b> . In the case of a Joint Venture/Consortium, each entity <b>MUST</b> provide the CSD number in the SBD 1 form.
2	Completed and signed <b>Bidder's Disclosure Form (SBD 4)</b> . In case of a Joint Venture/Consortium, a <b>SEPARATE</b> SBD 4 form in respect of each party to the JV <b>MUST</b> be completed and submitted)

**TABLE 2: MANDATORY REQUIREMENTS TO BE SUBMITTED BY BIDDERS**

ITM	DESCRIPTION
1	Proof of an active CIDB grading of <b>7 GB or higher</b> . Emerging contractors with a CIDB grading designation of 7 GB <b>PE</b> are not eligible to make a bid submission and will not be considered.
2	Signed Attendance Register at the mandatory briefing meeting. It must be completed in the name of the bidding entity. <b>One person cannot represent more than one company</b> . Failure to attend the compulsory briefing meeting <u>will</u> lead to the Bidder's elimination and the submission <u>will not</u> be evaluated further.
3	Completed and Signed Certificate of Authority of Signatory to be signed by <b>ALL BIDDING</b> organisations or entities. In case of a Joint Venture/Consortium, the Authority of Lead Partner to sign JV/Consortium documents <b>MUST</b> also be provided and signed by all parties in the JV/Consortium. Proof of authority to sign may be submitted in the form of a company resolution per bidding entity.
4	Fully completed, <b>handwritten</b> , priced Bill of Quantities filled in clearly legible with black permanent ink including the Health and Safety Bill of Quantities. In cases where the P&Gs are not priced but included within the tendered rates, the bidder must explicitly indicate as such. Failure to provide the total amount for P&Gs or to state if the amount is covered elsewhere will result in immediate disqualification. The bidder must expressly state "Included or elsewhere covered" for line items that are considered to be covered elsewhere in the Measured Works items. Non-compliance will lead to immediate disqualification. Any mistakes must be neatly crossed with one line and

ITM	DESCRIPTION
	corrected rate written above it and initialized by the Tenderer.
5	Fully completed and Signed Form of Offer.
6	A Signed letter of intent to enter into a Joint Venture/Consortium. To be signed by all parties to the Joint Venture/ Consortium (Where applicable).

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

TABLE 3: ADDITIONAL INFORMATION

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

	<p>a. Maximization of job opportunities (labour histograms); and</p> <p>b. Use of local material/local suppliers;</p>
4	<p>Proposed works programme and methodology covering and demonstration coherence of the:</p> <p>(i) Work organization programme;</p> <p>(ii) Methodology for executing the works;</p> <p>(iii) Resource plan; and</p> <p>(iv) Risks</p>
5	<p>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 bidder.</p>
6	<p>Provide information that covers the level of education and training and the positions held by the key staff/personnel (specific to the Contracts Manager, Site Agent and Foreman) in the form of a CV. Bidders to provide copies of qualifications with relevant experience to execute the works.</p>
7	<p>Complete and duly sign Form B (T2.1.2) of the returnable book to provide a detailed record/list of contactable references for all previous completed with a value greater than R 9 million for experience with the construction of and extensions to a warehouses and similar structures.</p>
8	<p>Bidders must submit a completed and signed POPIA consent form.</p>

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



**TENDER DOCUMENT CHECKLIST**

Bidders must complete this document checklist to ensure that all information is completed in the Tender Document.

**ITEMS**

- CORRECT TENDER OFFER AMOUNT CARRIED FORWARD TO COVER PAGE AND FORM OF OFFER ON SECTION C1.1
- ALL PAGES REQUIRING SIGNATURES SIGNED BY THE BIDDER
- SCHEDULE OF QUANTITIES
- 1 COMPLETED IN **BLACK INK** ONLY
- 2 CORRECTIONS CROSSED OUT AND INITIALLED

<b>CHECKED BY BIDDER</b>

**ALL RETURNABLE DOCUMENTS AND SCHEDULES SUBMITTED**

**ITEMS**

- T2.1.1 FORM A: AUTHORITY FOR SIGNATORY
- T2.1.2 FORM B: SCHEDULE OF WORK CARRIED OUT BY THE BIDDER
- T2.1.3 FORM C: PROPOSED KEY PERSONNEL
- T2.1.4 FORM D: PLANT AND EQUIPMENT RESOURCES
- T2.1.5 FORM E: SCHEDULE OF PROPOSED SUB-CONTRACTORS
- T2.1.6 FORM F: FINANCIAL REFERENCES
- T2.1.7 FORM G: ESTIMATED MONTHLY EXPENDITURE

<b>CHECKED BY BIDDER</b>



T2.1.8 FORM H: DETAILS OF AMENDMENTS AND QUALIFICATIONS

T2.1.9 FORM J: OCCUPATIONAL HEALTH AND SAFETY ACT SPECIFICATIONS

T2.1.10 FORM K2: CONTRACT PARTICIPATION GOAL: EME / QSE TARGET FORM

T2.1.11 FORM L: RECORD OF ADDENDA TO TENDER DOCUMENTS

T2.1.12 FORM M: FULFILLMENT OF THE CONSTRUCTION REGULATIONS

T2.1.13 FORM N: JOINT VENTURE DISCLOSURE FORM

T2.1.14 FORM O: BBBEE PREFERENCING

T2.1.15 FORM P: PRELIMINARY PROGRAM AND METHOD STATEMENT

T2.1.16 FORM Q: QUALITY CONTROL MANAGEMENT PLAN


SBD1: INVITATION TO BID

SBD4: BIDDER'S DISCLOSURE FORM

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022

SBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS

FORM R: PROTECTION OF PERSONAL INFORMATION: CONSENT




<b>SBD1</b> .....	11
<b>T1.1: TENDER NOTICE AND INVITATION TO BID</b> .....	14
<b>T1.2: TENDER DATA</b> .....	201
APPENDIX A: FUNCTIONALITY SCORING SCHEDULES .....	30
<b>PART T2: RETURNABLE DOCUMENTS</b> .....	51
<b>T2.1.1 FORM A: AUTHORITY FOR SIGNATORY</b> .....	52
<b>T2.1.2 FORM B: SCHEDULE OF WORK CARRIED OUT BY THE BIDDER</b> .....	7
<b>T2.1.3 FORM C: PROPOSED KEY PERSONNEL</b> .....	7
<b>T2.1.4 FORM D: PLANT AND EQUIPMENT RESOURCES</b> .....	10
<b>T2.1.5 FORM E: SCHEDULE OF PROPOSED SUB-CONTRACTORS</b> .....	60
<b>T2.1.6 FORM F: FINANCIAL REFERENCES</b> .....	61
<b>T2.1.7 FORM G: ESTIMATED MONTHLY EXPENDITURE</b> .....	62
<b>T2.1.8 FORM H: DETAILS OF AMENDMENTS AND QUALIFICATIONS</b> .....	16
<b>T2.1.9 FORM J: OCCUPATIONAL HEALTH AND SAFETY ACT SPECIFICATIONS</b> .....	18
<b>T2.1.10 FORM K2: CONTRACT PARTICIPATION GOAL: EME / QSE TARGET FORM</b> .....	70
<b>T2.1.11 FORM L: RECORD OF ADDENDA TO TENDER DOCUMENTS</b> .....	72
<b>T2.1.12 FORM M: FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014</b> .....	73
<b>T2.1.13 FORM N: JOINT VENTURE DISCLOSURE FORM</b> .....	75
<b>T2.1.14 FORM O: BBBEE PREFERENCING</b> .....	81
<b>T2.1.15 FORM P: PRELIMINARY PROGRAMME AND METHOD STATEMENT</b> .....	82
<b>T2.1.16 FORM Q: QUALITY MANAGEMENT PLAN</b> .....	83
<b>SBD 4</b> .....	85
<b>SBD 6.1</b> .....	37
<b>SBD 7.1</b> .....	93
<b>FORM R: PROTECTION OF PERSONAL INFORMATION: CONSENT</b> .....	97
<b>PART C1: AGREEMENTS AND CONTRACT DATA</b> .....	100
<b>C1.1 FORM OF OFFER AND ACCEPTANCE</b> .....	101



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<b>C1.2 CONTRACT DATA .....</b>	<b>104</b>
<b>C1.3 GENERAL CONDITIONS OF CONTRACT .....</b>	<b>80</b>
<b>C1.4 SCHEDULE OF DEVIATIONS .....</b>	<b>85</b>
<b>PART C2: PRICING DATA .....</b>	<b>87</b>
<b>C2.1 PRICING INSTRUCTIONS .....</b>	<b>88</b>
<b>C2.2 CERTIFICATE OF ACQUINTANCE WITH TENDER DOCUMENTS .....</b>	<b>92</b>
<b>C2.3 PRICING SCHEDULE .....</b>	<b>93</b>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXTENSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ

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## **BOOK 1**

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXTENSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ

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## **THE TENDER**

SBD1

## PART A

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/158/26	CLOSING DATE:	07 August 2026	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION WORKS FOR EXPANSION TO THE WEIDPLAS FACILITY IN ZONE 2 OF THE COEGA SEZ				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Coega Development Corporation (Pty) Ltd</b> Coega Business Centre Corner Alcyon and Zibuko Street Zone 1, Coega SEZ Gqeberha 6001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM Unit Head: Zine Mtanda		CONTACT PERSON	N/A	
TELEPHONE NUMBER	Not allowed to phone		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenderscdc15826@coega.co.za		E-MAIL ADDRESS	N/A	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					



<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN-BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS</b> OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</p>
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>		<p><input type="checkbox"/> YES                      <input type="checkbox"/> NO</p>	
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>		<p><input type="checkbox"/> YES                      <input type="checkbox"/> NO</p>	
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>		<p><input type="checkbox"/> YES                      <input type="checkbox"/> NO</p>	
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>		<p><input type="checkbox"/> YES                      <input type="checkbox"/> NO</p>	
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>		<p><input type="checkbox"/> YES                      <input type="checkbox"/> NO</p>	
<p><b>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.</b></p>			



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.1. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## T1.1: TENDER NOTICE AND INVITATION TO BID



### INVITATION TO TENDER

**CONTRACT NO: CDC/158/26**

### **CONSTRUCTION WORKS FOR THE EXTENSION OF THE WEIDPLAS FACILITY ON ZONE 2 OF THE COEGA SEZ**

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

*This project forms part of the Coega Development Corporation's (CDC) overall development of infrastructure for the Coega SEZ.*

### INVITATION AND SCOPE OF WORK

The CDC is inviting capable and competent Contractors with a CIDB grading of **7GB or higher** to submit tenders for the construction works for the extension of the Weidplas Facility on Zone 2 of the Coega SEZ.

The Works comprise the extension of the existing Warehouse with steel structure, reinforced concrete, brick infill panels, metal pitched roof on steel trusses, finishes include floors, plastered and painted walls. Services include electrical, HVAC and fire.

External works comprises bulk earthworks, concrete hardstands, etc. with storm water reticulation to complete the works. Construction period will be eight (8) months from commencement date.

## CONDITIONS

- (a) Bidders must be registered with the Construction Industry Development Board (CIDB) and must have an active CIDB Contractor grading of **7GB or higher**. Potential bidders with a grading of **6GB PE** will not be eligible for this tender.
- (b) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered, for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, may result in disqualification or rejection of the bid.
- (c) Entities who intend to submit a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
- (d) The CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No. 36190 of 25 February 2013 applies to this project.
- (e) The CDC's Procurement Policy & Procedures shall apply.
- (f) The following legislation shall apply:
  - (i) Public Finance Management Act (PFMA);
  - (ii) Preferential Procurement Policy Framework Act, (5 of 2000) (PPPFA);
  - (iii) Preferential Procurement Regulations, 2022;
  - (iv) The Construction Industry Development Board Act, (38 of 2000);
  - (v) National Treasury Regulations;
  - (vi) National Building Regulations and Building Standards Act (103 of 1977);
  - (vii) Infrastructure Development Act, 2014;
  - (viii) National Qualifications Framework Amendment Act, (12 of 2019);
  - (ix) The Skills Development Act, (97 of 1998);
  - (x) Disaster Management Act (57 of 2002);
  - (xi) Broad-Based Black Economic Empowerment – BBBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013);
  - (xii) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
  - (xiii) Compensation for Occupational injuries and disease Act (130 of 1993);

- (xiv) National Environmental Management (NEMA), Act (107 of 1998);
  - (xv) The National Archives and Records Service of South Africa Act (Act No. 43 of 1996); and
  - (xvi) Any other applicable legislation in the built environment including all Municipal Bylaws.
- (g) 80/20 preference points system in terms of Price and Specific goals scoring will be applicable where a point of 80.00 is for Price and a point of 20 is for Specific Goals. The lowest acceptable tender will be used to determine the applicable point system.
- (h) An Entity that is part of the JV / Consortium is not permitted to form part of more than one bid submission as this is regarded as a Conflict of Interest.
- (i) In the case of a successful JV/Consortium at award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licenced Insurer specified as the JV/Consortium entity for the project duration.
- (j) Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of the contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS.
- (k) Bidders must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a National Treasury CSD registration number e.g., MAAA0...
- (l) The CDC will only award the tender to a bidder who is tax compliant, therefore prospective bidders must ensure that they are Tax Compliant throughout the validity period of the bid in review. The tax status of the bidders will be verified through the CSD and SARS websites.
- (m) As per the Amended Construction Codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover above R3 million must also submit a B-BBEE Verification Certificate issued by a SANAS-accredited verification agency, as they are required to comply with the 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R3 million are exempt from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise

- (n) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with the Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as the CDC will not award any bid to any business that appears on the CIPC list of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.
- (o) Bidders will be evaluated on functionality and are expected to meet a minimum of **70 points** threshold to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the document.
- (p) CDC will not award more than two active projects to one bidder unless one project has reached the 80% completion stage and beyond. A Capacity assessment may be conducted in the event that the recommended bidder is the only responsive service provider and has already been awarded two contracts and is to be considered for a third contract at the sole discretion of CDC and subject to their performance on the active two contracts.
- (q) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) and Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and all relevant and applicable legislations throughout the duration of the contract. Upon appointment of the successful bidder, the service provider will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the SANS Norms and Standards. CDC SHEQ Unit will monitor compliance and implementation of Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract.
- (r) The successful bidder will be required to appoint a registered Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/M) with SACPCMP upon award on a full-time basis on site with a proven record of 5 years or more of experience. No candidate registration will be accepted.
- (s) Bidders must complete and sign the POPI Act consent form. In the case of a Joint Venture/Consortium, a **separate** form in respect of each party to the JV must be completed.
- (t) Public servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and bidders will be disqualified should they be found to be in contravention to the regulations.
- (u) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorized person conducts quality control on all the documentation to be submitted to the CDC and part of this Bid and signs the submission as a correct and sound document that the CDC could put its reliance on.
- (v) The tender validity period shall be **Twelve (12) weeks** from the tender closing date.
- (w) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the Bid Document to enable any communication that the CDC might

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

- (x) Incomplete Tender document Submissions will be deemed null and void and shall be considered non-responsive.

Bid documents for this Tender Process can be downloaded free of charge from the CDC website ([www.coega.com](http://www.coega.com)) or the National Treasury e-tender portal publication from **12h00 on 10 July 2026**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

In case a bidder prefers a physical bid document, the Bidder must make a request in writing only and must be directed to: Ms Zine Mtanda: SCM Unit Head - e-mail [tenderscdc15826@coega.co.za](mailto:tenderscdc15826@coega.co.za). A non-refundable bid fee of **R 700.00** per set of documents drawn, payable by bank guaranteed cheque made out in favor of the CDC, or by means of electronic transfers are to be made to Account Name: CDC; **Standard Bank, Gqeberha, Branch Code 000017, Account No: 0000 08000 8224**. Proof of deposit is required upon collection of the bid documents. **NO CASH WILL BE ACCEPTED**. Tender Documents will be available for collection, 2 days after the request has been made, during working hours 08:00 – 16:30 from **the CDC's Main Office**, situated at **Coega Business Centre, Cnr Alcyon Rd and Zibuko Street, Zone 1, Coega SEZ, Gqeberha**. No documents will be available or issued at the Briefing Session and should therefore be collected timeously beforehand.

A mandatory briefing meeting be conducted on **17 July 2026 at 13h00** at the **Coega BPO Auditorium, Discovery Building, 136 Tutu Street, Zone 4, Coega SEZ, Gqeberha (-33.788977, 25.618696)** where representatives from the Coega Development Corporation and the Consultants will meet prospective Bidders.

All enquiries regarding this bid must be in writing only and must be directed to: Ms Zine Mtanda: SCM Unit Head - e-mail [tenderscdc15826@coega.co.za](mailto:tenderscdc15826@coega.co.za); between the period of **10 July 2026 – 27 July 2026**. No new queries after the **27 July 2026** will be considered.

One original of the completed bid document shall be placed in a sealed envelope clearly marked: **“CDC/158/26 – CONSTRUCTION WORKS FOR EXTENSION TO THE WEIDPLAS FACILITY IN ZONE 2 OF THE COEGA SEZ”**. The closing date and time for the receipt of completed bid documents is **Friday, 07 August 2026 at 12h00**. Bids are to be deposited in the tender box at the Document Control office at CDC main office Coega Business Centre, Cnr Alcyon Rd and Zibuko Street, Zone 1, Coega SEZ, Gqeberha, the lodging register must be completed by the person dropping the tender document. Bidders using courier services are to ensure that

the person dropping the tender document registers the correct bidding entity name. Bids will be opened in public. **No late submissions will be considered.**

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

Bids will be opened in public. No more than two representatives of the tendering entity will be allowed to attend the tender opening session. One representative may not represent more than one company during the opening. Failure to provide any mandatory information required in this bid will result in the submissions being deemed non-responsive.

Failure to provide any mandatory information required in this bid will result in the submissions being deemed non-responsive.

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

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

Ms Zine Mtanda, Unit Head: Supply Chain Management; e-mail: [tenderscdc15826@coega.co.za](mailto:tenderscdc15826@coega.co.za)

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

**T1.2: TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts August 2019.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

Item	Data / Wording
C.1.1.1 The Employer is:	<p><b>The Employer is:</b></p> <p><b>Coega Development Corporation (Pty) Ltd</b></p> <p>Coega Business Centre</p> <p>Corner Alcyon and Zibuko Street</p> <p>Zone 1, Coega SEZ</p> <p>Gqeberha</p> <p>6001</p>
C.1.1.2 Conflict of Interest	Bidders shall declare any perceived, known and potential conflict of interest under Returnable Schedule SBD 4: Bidder's Disclosure Form.
Tender Documents	<p><b><u>BOOK 1 OF 2</u></b></p> <p><b><u>INDEX and introductory pages</u></b></p> <p><b><u>Documents that Relate to the Tender</u></b></p> <p><b>PART T1: TENDERING PROCEDURES</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p>

	<p><b>PART T2: RETURNABLE DOCUMENTS</b></p> <p>T2.1 Returnable Schedules</p> <p><b><u>Documents that Relate to the Contract</u></b></p> <p><b>PART C1: AGREEMENT AND CONTRACT DATA</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Pro-Forma Forms to be Completed</p> <p>C1.3.1 Construction Guarantee</p> <p>C1.3.2 Construction Guarantee Pro-Forma</p> <p>C1.3.3 Agreement in Terms of OHS Act, 1993, (Act No 85 of 1993)</p> <p>C1.3.4 Certificate of Authority for Signatory in Terms of Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1 Pricing Instructions</p> <p>C2. Certificate of Acquaintance with Tender Documents</p> <p>C2.3 Pricing Schedule</p> <p><b>SCHEDULE OF QUANTITIES</b></p> <p><b><u>BOOK 2 OF 2</u></b></p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p>
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	<p>C3.5 Management</p> <p><b>PART C4: SITE INFORMATION</b></p> <p>C4.1 Site information</p> <p><b>PART C5: ANNEXURES</b></p> <p>C5.1 Annexure A: Tender Drawings</p> <p>C5.2 Annexure B: SHEQ Requirements</p> <p>C5.3 Annexure C: Geotechnical Investigation Reports</p> <p>C5.4 Annexure D: SMME Specifications</p> <p>C5.5 Annexure E: Labour Management</p>
<p><b>Employer's representative</b></p>	<p>Ms Zine Mtanda,</p> <p>email: <a href="mailto:Tenderscdc6926@coega.co.za">Tenderscdc6926@coega.co.za</a></p> <p>Coega Business Centre</p> <p>Corner Alcyon and Zibuko Street</p> <p>Zone 1, Coega SEZ</p> <p>Gqeberha</p> <p>6001</p>
<p><b>C.2.1 Eligibility</b></p>	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) 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, in a contractor grading designation of 7 GB or higher, are eligible to have their submissions evaluated. A simple way of establishing whether or not a contractor has a reasonable chance of being registered in the appropriate contractor grading designation is for the bidder to submit a</p>

	<p>copy of his/her application for CIDB registration with his or her tender submission.</p> <p>b) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined according to the sum tendered, or a value determined according to Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB Contractor grading of 6 GB PE will not be eligible to bid for tender.</p> <p>c) The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 36190 of 25 February 2013).</p> <p>d) Bidders must be able to demonstrate suitable prior experience in the construction of warehouses of similar scale and value to those of the tender. Bidders shall complete Returnable Document Form B: Schedule of Work Carried out by the Tender in this regard.</p> <p>e) Bidders must attain the specified minimum number of points for functionality/Quality.</p> <p>Subject to sub regulation (1), joint ventures are eligible to submit tender offers or expressions of interest if:</p> <p>a) Every member of the joint venture is registered with the CIDB;</p> <p>b) The lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and</p> <p>c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 GB or higher class of construction work; or the category of registration of the joint venture, determined in accordance with sub regulation (6) is equal to or higher than the category of registration specified in accordance with sub regulation (3).</p>
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<b>Qualifying Functionality/Quality Criteria</b>	Only those bidders who attain the specified <b>minimum of 70 points</b> of the total number of points for quality (functionality) as defined in Part T1.2.1 hereunder, will be eligible for further consideration. Failure to meet the qualifying criteria will result in the tender being considered non-responsive and eliminated from further consideration.
<b>C.2.7 Clarification Meeting</b>	<p>The arrangements and venue for the compulsory Tender Briefing meeting are:</p> <p>Venue: <b>Coega BPO Auditorium, Discovery Building, 136 Tutu Street, Zone 4, Coega SEZ, Gqeberha</b></p> <p>Time: <b>13h00</b></p> <p>Date: <b>17 July 2026</b></p> <p>Name: Zine Mtanda</p> <p><a href="mailto:tenderscdc15826@coega.co.za">tenderscdc15826@coega.co.za</a></p>
<b>C.2.12 Alternative Tender Offers</b>	No alternative offers will be considered.
<b>C.2.13 Returnable Documents</b>	Bidders to note that the returnable document is Volume 1 (Book 1 of 2)
<b>C.2.13 Number of copies of tender offers to be submitted to the Employer</b>	The returnable part of the tender offer communicated on paper shall be submitted as <b>an original only</b> .

<b>C.2.13.5 Sealing and Delivery of tender offers</b>	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Note: Prospective Bidders are required to bring proof of identification (ID, driver's license or Passport) to gain access to the building.</p> <p>Location of tender box at Document Control Office:</p> <p><b>CDC main office Coega Business Centre, Cnr Alcyon Rd and Zibuko Street, Zone 1, Coega SEZ, Gqeberha</b></p> <p><b>Physical address:</b></p> <p>Supply Chain Management Coega Development Corporation (Pty) Ltd Coega Business Centre Corner Alcyon and Zibuko Street Zone 1, Coega SEZ Gqeberha, 6001</p> <p>Identification details: <b>CDC/158/26 – CONSTRUCTION WORKS FOR THE EXPANSION OF THE WEIDPLAS FACILITY IN ZONE 2 OF COEGA SEZ</b></p>
<b>C.2.15 Closing time of tender offers</b>	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
<b>C.2.16 Tender offer validity</b>	<p>The tender offer validity period is <b>twelve (12) weeks</b> from the tender closing date.</p>
<b>C.2.19 Inspections, tests and analysis</b>	<p>Bidders will be able to visit the site, with information to be shared at the compulsory tender briefing meeting</p>
<b>C.2.23 Certificates</b>	<p>All certificates as listed under Part T2: Returnable Documents.</p>
<b>C.2.8 &amp; C3.1.1 Request for clarification</b>	<p>Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 17h00 and shall exclude all gazetted public holidays.</p>
<b>C.3.2 Issue Addenda</b>	<p>Change "three days" to "ten working days".</p>



<b>C.3.4 Opening of tender submissions</b>	Tender Offers will be opened in public. No more than two representatives of the tendering entity will be allowed to attend the tender opening session.								
<b>C.3.5 Two-Envelope system</b>	A two-envelope system will <b>not</b> be followed.								
<b>C.3.8 Test for Responsiveness and Functionality Scoring</b>	For Functionality Scoring, bidders are required to achieve a <b>minimum threshold of 70 point</b> . For Functionality Criteria, refer to <b>Appendix A1</b> .								
<b>C.3.11 Evaluation of Tender Offers</b>	<p>The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price, and Preference). The 80/20 preference point system will apply:</p> <p><b>Formula of Scoring for Price</b></p> <table border="1" data-bbox="570 915 1403 1236"> <thead> <tr> <th data-bbox="570 915 1127 1026"><b>SCORING CRITERIA</b></th> <th data-bbox="1127 915 1403 1026"><b>WEIGHTING FOR 80:20</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="570 1026 1127 1083">Price</td> <td data-bbox="1127 1026 1403 1083">80</td> </tr> <tr> <td data-bbox="570 1083 1127 1178">Specific Goals (B-BBEE status level of contributor)</td> <td data-bbox="1127 1083 1403 1178">20</td> </tr> <tr> <td data-bbox="570 1178 1127 1236">Total points</td> <td data-bbox="1127 1178 1403 1236">100</td> </tr> </tbody> </table> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of tender under consideration;</p> <p>Pt = Price of tender under consideration; and</p> <p>Pmin = Price of lowest acceptable tender.</p> <p>In addition to price evaluation, CDC will evaluate contractors, service providers, and professionals based on their B-BBEE status achieved according to the DTIC.</p>	<b>SCORING CRITERIA</b>	<b>WEIGHTING FOR 80:20</b>	Price	80	Specific Goals (B-BBEE status level of contributor)	20	Total points	100
<b>SCORING CRITERIA</b>	<b>WEIGHTING FOR 80:20</b>								
Price	80								
Specific Goals (B-BBEE status level of contributor)	20								
Total points	100								



	<p>As per amended construction codes, companies with less than 51% black shareholding (QSEs &amp; Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 Million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 Million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>❖ A Trust, Consortium, or Joint venture will qualify for points for its B-BBEE Status Level as a legal entity provided that the entity submits its B-BBEE Status certificate.</li> <li>❖ A Trust, Consortium, or Joint venture will qualify for points for its B-BBEE Status Level as an unincorporated entity provided that the entity submitted its consolidated B-BBEE Scorecard as if it were a group structure and that such a consolidated B-BBEE Scorecard is prepared for every separate tender.</li> </ul> <p>Specific goals points shall be awarded to a bidder for attaining the B-BBEE status level of contributor according to the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th> <th style="text-align: center;">POINTS FOR 80:20</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">14</td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	POINTS FOR 80:20	1	20	2	18	3	14
B-BBEE Status Level of Contributor	POINTS FOR 80:20								
1	20								
2	18								
3	14								



	4	12	
	5	8	
	6	6	
	7	4	
	8	2	
	Non-compliant contributor	0	
	<p>The points scored by a Bidder in respect of Price (Sp) will be added to the points scored for the Specific Goals (Se). Only the Bidder with the highest number of points may be selected, except in those instances identified in section 2(1)(f) of the Public Procurement Act, 2024.</p>		
<p><b>C.3.13</b></p> <p><b>Acceptance of Tender Offers</b></p>	<p>The tender offer will only be accepted if the Bidder:</p> <p>is registered with the Construction Industry Development Board in an appropriate contractor grading designation, refer to F.2.1;</p> <p>(a) or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>(b) has not abused the Employer's Supply Chain Management System;</p> <p>(c) has met all the requirements in terms of the Mandatory Requirements;</p> <p>(d) has achieved the minimum threshold score on Functionality; and</p> <p>(e) has not failed to perform on any previous contract.</p> <p>CDC to also verify with Provincial Treasury prior to the award of contracts regarding impending restrictions in addition to verifying restrictions in the Database of Restricted Suppliers/ Central Supplier Database. In the event that there is a recommended bidder who is in the process of being restricted, the CDC will consult Provincial Treasury on the manner in which the award of such bid must be finalised.</p>		



APPENDIX A: FUNCTIONALITY SCORING SCHEDULES

#	FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
		DESCRIPTION	MAX POINTS	
1.0	Demonstrated experience and past performance in comparable/equivalent projects executed by the Bidder – Construction and extensions to a warehouse type structure	Experience with the construction and extensions to a warehouse type structure	15	<p>This criterion covers the experience and knowledge that the Bidder has of previously completed construction projects that are comparable in terms of complexity, size, value, and construction duration. Bidders are to provide details on construction projects with the highest value that have been completed in the past <b>7 years</b>. The submitted projects <b>MUST</b> specifically involve the construction and extensions of a warehouse type structure.</p> <p>Bidders <b>MUST</b> provide <b>appointment letters, completion certificates, performance reports (in the template provided in Annexure K)</b> as a <b>PACK</b> per completed project from the previous employer or consultants that they have worked with. Details of two (2) contactable references for each project listed are to be included with your bid submission.</p> <p><b>Note: Bidders must complete and submit performance reports that provide an assessment of the Bidder’s past performance. Performance reports that do not show proof of past performance will not be considered in evaluating this functionality criteria.</b></p>
		Value of Projects completed in relation to the construction and extensions to a warehouse type structures.	10	
2.0	Proposed Construction Work Programme Completeness		15	<p>Bidders are to provide a <b>Complete Construction Programme</b> covering all key elements of the scope. The construction programme must align with the project duration, activities, project specifications, and project layout. <b>The Basis of</b></p>



#	FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
		DESCRIPTION	MAX POINTS	
				<b>Schedule</b> must consist of all assumptions made in delivering the schedule, time risk allowances and schedule opportunities
3.0	Demonstrate competency in providing a construction methodology for the proposed approach to the implementation of the project. <b>The proposed Methodology must be project-specific and comprehensive</b>		10	<p>Bidders must provide a construction methodology for the proposed approach to the implementation of the project. The proposed Methodology must be project-specific (<b>warehouse extension in a live environment</b>) and comprehensive. The following <b>MUST</b> be included in the methodology documentation:</p> <ul style="list-style-type: none"> <li>(1) Project-Specific Construction Approach</li> <li>(2) Project-Specific Risk Management Approach</li> <li>(3) Project-Specific Environmental Management Approach</li> <li>(4) Project-Specific Organogram</li> <li>(5) Project-Specific Safety and Security Management Approach</li> </ul>
4.0	Quality Control System and Procedures: which ensure compliance with the standards and specifications required for delivery of the project		10	<p>Bidders are to provide documentation indicating the availability of a quality management system or quality management plan that will be utilised for this project.</p> <p>The Bidders must demonstrate that the system is functional and is being utilised by the bidder and that on this project it will adequately fulfil the required quality assurance standards specific to the project scope. For a 100% score, bidders must demonstrate ISO accreditation, such as ISO 9001:</p>



#	FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
		DESCRIPTION	MAX POINTS	
5.0	Locally based service providers from the targeted areas as follows		10	<p>The bidders must submit proof of office establishment as evidence to demonstrate locality. The evidence required should be in the form of a Title Deed in the name of the Bidder, a Valid signed Lease Agreement in the name of the Bidder ( the landlord's contact number and e-mail address visible ), a Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing Clearance Certificate in the name of the Bidder.</p> <p>Failure to submit sufficient proof of bidders operating address will result in no score being assigned to this functionality item.. <b>Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.</b></p>
6.0	Sub-contracting with QSEs/ EMES within the targeted areas		10	<p>The bidders are to provide <b>Form K2</b> – completed and signed – indicating their commitment to the Contract Participation Goal (in %) and rand-values for sub-contracting to EMEs/ QSEs.</p>
7.0	Qualifications, competency	Contracts Manager	5	<p>The bidders are to provide information that covers the level of qualifications, and competency (<b>Specific to the Contracts Manager, Site Agent</b>). Bidders must provide copies of qualifications. <b>If no copies of qualifications are supplied, no score will be allocated. In case a bidder submits foreign qualifications, it should be accompanied by a SAQA certificate to confirm equivalence to South African qualification of NQF level. Please note below:</b></p> <p><b>NQF 6:</b> National Diploma and Advanced Certificate in the Built Environment</p>
		Site Agent	5	



#	FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
		DESCRIPTION	MAX POINTS	
				<p><b>NQF 7:</b> Bachelor's Degree, Advanced Diplomas, Post Graduate Certificates and Bachelor of Technology in the Built Environment</p> <p><b>NQF 8:</b> Honour's Degree, Post Graduate Diploma</p> <p><b>NQF 9:</b> Master's Degree in the Built Environment</p> <p><b>NQF 10:</b> Doctor's Degree in the Built Environment</p>
8.0	Experience of the <b>Key Personnel</b> <sup>1</sup> that will be available to manage the execution of the project (as listed in the returnable sheet T2.1.3).	Contracts Manager	5	<p>The bidders are to provide information that covers the level of experience, and the positions held by the key staff /personnel (<b>Specific to the Contracts Manager and Site Agent</b>).</p> <p>Bidders provide copies of CVs. CVs to make specific reference to relevant experience and position held in the construction of warehouses.</p> <p><b>Bidders to note: Only Candidates listed in the returnable sheet T2.1.3 documentation will be evaluated.</b></p>
		Site Agent	5	

<sup>1</sup>See **IMPORTANT NOTES** below regarding Key Personnel.

A maximum of **100 evaluation points** will be awarded in respect of functionality scoring.

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

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



- Details of the key personnel proposed for this project must be included in **Form C (T2.1.3): Proposed Key Personnel (T2 Returnable Documents)**.

**T1.2.2 INDICATORS FOR THE SCORING OF FUNCTIONALITY CRITERIA A2**

#	FUNCTIONALITY CRITERIA	EVALUATION INDICATORS				
		NO RESPONSE (0%)	POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
1.0	Demonstrated experience and past performance in comparable/equivalent projects executed by the Bidder – Construction and extensions to a warehouse type structure	Failed to provide relevant information that meets the criteria.	<b>1 Completed Project</b> Of a warehouse type structure, within a live environment completed in the last 7 years.	<b>2 Completed projects</b> Of a warehouse type structure within a live environment completed in the last 7 years.	<b>3 Completed projects</b> Of a warehouse type structure within a live environment completed in the last 7 years.	<b>More than 3 Completed projects</b> Of a warehouse type structure within a live environment completed in the last 7 years.
		Failed to provide relevant information that meets the criteria.	<b>Value of single project</b> completed in the last 7 years less than R9 million (incl. VAT)	<b>Value of single project</b> completed in the last 7 years of R9 million (incl. VAT) or more	<b>Value of two (2) projects</b> completed in the last 7 years of R9 million (incl. VAT) or more	<b>More than two (2) projects</b> completed in the last 7 years of R 9 million (incl. VAT) or more
2.0	Proposed Construction Work Programme Completeness	Failed to provide relevant information that meets the criteria.	Construction Works Programme is not complete, missing some key scope. Furthermore, the	The whole project scope is covered in Construction Works Programme but missing key milestones, resources and a critical	The whole project scope is covered in Construction Works Programme including key milestones, resources clearly listed,	The whole project scope is covered in Construction Works Programme including completion within



#	FUNCTIONALITY CRITERIA	EVALUATION INDICATORS				
		NO RESPONSE (0%)	POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
			<p>schedule submitted omits important tasks and/or the timing of the activities are inadequate and the correlation among the activities are inconsistent with the execution of the scope of works.</p>	<p>path. Furthermore, there are partial consistencies between timing and project deliverables for the scope of works.</p>	<p>and a clear critical path. Furthermore, all key tasks or activities fits the scope of works well. All activities timing and sequence are appropriate and consistent with project scope of works.</p>	<p>planned duration, key milestones including tests on completion, resources clearly listed, and a clear critical path. Furthermore, besides meeting the “Good” rating, the sequencing and timing of activities are very well defined with all key resources also listed against the activities.</p>

3.0	Demonstrate Competency in providing a Construction Methodology for the proposed approach in	Failed to provide relevant information that meets the criteria.	Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The	Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be	Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be	Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The
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	<p>the implementation of the project. The proposed Methodology must be project-specific and comprehensive.</p>		<p>proposed Methodology must be project-specific and comprehensive. The approach paper must include contingency planning and management covering various aspects including construction procedures, testing methods, excavation techniques, backfilling methods and installations of equipment.</p> <p>The Bidder ONLY included TWO of the following</p> <ul style="list-style-type: none"> <li>(1) Project Specific Construction Approach</li> <li>(2) Project Specific Risk Management Plan</li> <li>(3) Project Specific Environmental Management Plan</li> </ul>	<p>project-specific and comprehensive. The approach paper must include contingency planning and management covering various aspects including construction procedures, testing methods, excavation techniques, backfilling methods and installations of equipment.</p> <p>The Bidder ONLY included THREE of the following</p> <ul style="list-style-type: none"> <li>(1) Project Specific Construction Approach</li> <li>(2) Project Specific Risk Management Plan</li> <li>(3) Project Specific Environmental Management Plan</li> <li>(4) Project Specific Organogram</li> <li>(5) Project-Specific Safety and Security Management Plan</li> </ul>	<p>project-specific and comprehensive. The approach paper must include contingency planning and management covering various aspects including construction procedures, testing methods, excavation techniques, backfilling methods and installations of equipment.</p> <p>The Bidder ONLY included FOUR of the following:</p> <ul style="list-style-type: none"> <li>(1) Project Specific Construction Approach</li> <li>(2) Project Specific Risk Management Plan</li> <li>(3) Project Specific Environmental Management Plan</li> <li>(4) Project Specific Organogram</li> <li>(5) Project-Specific Safety and Security Management Plan</li> </ul>	<p>proposed Methodology must be project-specific and comprehensive. The approach paper must include contingency planning and management covering various aspects including construction procedures, testing methods, excavation techniques, backfilling methods and installations of equipment.</p> <p>The Bidder included ALL the following</p> <ul style="list-style-type: none"> <li>(1) Project Specific Construction Approach</li> <li>(2) Project Specific Risk Management Plan</li> </ul>
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			(4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan			(3) Project Specific Environmental Management Plan (4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan
4.0	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project	Failed to provide relevant information that meets the criteria.	Documented Quality Management System is available, utilized and not audited.	Documented Quality Management System is available, utilized and audited internally. Proof of the audit is required.	Documented system / Quality Management Plan is available and proof to be supplied that the system is audited internally & externally, and quality control plan is specific to this project.	Documented Quality Management System is available, utilized and audited internally. Proof of the audit is required. The Contractor has attached his ISO 9001 accreditation.
5.0	Locally based Service Providers.	Failed to provide relevant information that meets the criteria.	Outside of the Eastern Cape Province	The bidder is based within the Eastern Cape Province	The bidder is based within the Sarah Baartman District Municipality	The bidder is based within the Nelson Mandela Bay Municipality Metropolitan area.
6.0	Commitment to sub-contracting with QSEs/ EMEs within the targeted area.	No Commitment to sub-contracting to QSEs / EMEs or Failed to complete <b>Form K2</b>	Commitment to sub-contracting less than 36% to QSEs / EMEs (Percentage confirmed on <b>Form K2</b> )	Commitment to sub-contracting 36% to QSEs/ EMEs (Percentage confirmed on <b>Form K2</b> )	Commitment to sub-contracting more than 36% up to 37% QSEs/ EMEs (Percentage confirmed on <b>Form K2</b> )	Commitment to sub-contracting more than 37% but not more than 39% to QSEs / EMEs



							(Percentage confirmed on <b>Form K2</b> )
7.0	Qualifications of the key staff/personnel who will be available to manage the execution of the project. Note that these scores will be applied to each required individual before the application of the weighting factor.	Contracts Manager	Failed to provide relevant information that meets the criteria.	National Diploma/ NQF Level 6 Certificate in Built Environment	National Diploma/ NQF Level 6 Certificate in Built Environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as a Pr. Technician (Pr Techni.Eng).	BSc /B – Tech/NQF Level 7 Certificate in Built Environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as a Pr. Eng or Pr. Tech. Eng.	Honours / NQF Level 8 in the Built Environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as a Pr. Eng or Pr. Tech. Eng
		Site Agent		Short courses in the Built Environment Field – Certificate of attendance	National Diploma/ NQF Level 6 Certificate in Built Environment.	Diploma & Advanced Certificate/ NQF Level 6 Certificate in the Built Environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as a Pr. Techni. Eng.	BSc / B-Tech/ NQF Level 7 in the Built Environment and a registration with SACPCMP as Pr. CM/CPM or ECSA registration as a Pr. Eng or Pr. Tech. Eng
	Experience of the key staff personnel that will be available to manage the execution of the project – (Averaged score for	Contract Manager	Failed to provide relevant information that	Less than 5 years relevant experience in the position including at least <b>2 projects but less than 3</b> completed as stated in Section 1	5 to 10 years relevant experience in the position including <b>3 projects</b> completed as stated in Section 1	10 years or more relevant experience in the position including <b>4 projects</b> completed as stated in Section 1	10 years or more relevant experience as Contracts manager including more than <b>4 projects</b> completed as stated in Section 1



8.0	<b>the Contracts Manager, Site Agent &amp; Civils Foremen, SMME Mentor)</b>	Site Agent	meets the criteria.	Less than 5 years relevant experience in the position including at least <b>2 projects but less than 3</b> completed as stated in Section 1	5 to 10 years relevant experience in the position including <b>3 projects</b> completed as stated in Section 1	5 to 10 years relevant experience in the position including <b>4 projects</b> completed as stated in Section	10 years or more relevant experience as site Agent including more than <b>4 projects</b> completed as stated in Section 1
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**Note - Failure of bidders to reach a minimum score of 70 points the bidder will not be considered for further evaluation**



### **EXPERIENCE OF KEY PERSONNEL**

The experience of assigned staff members in relation to the Scope of Work will be evaluated from three different points of view:

**Should any personnel change from the tender submission, their CV must be submitted and approved by the Employer's Representative and it shall be a like-for-like candidate or better.**

- 1) General experience (total duration of professional activity), level of education, training, and positions held by each discipline-specific team leader.
- 2) The education, training, skills, and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the bidder considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

### **Note to Bidder:**

**A CV shall be attached to this schedule of not more than 2 pages for the**

- **Contracts Manager**
- **Site Agent**

Refer to the CDC SMME Specification for requirements of the SMME Construction Mentor.

Should more than one CV be included for Key Personnel positions, the most responsive CV will be evaluated.

The Bidder shall ensure that each CV is signed by the person nominated for the key staff position and that all the information provided is true. Any inconsistency in the information provided will lead to the conclusion that the person nominated is not suitably qualified for the position or did not submit their CV and will be scored **ZERO** points.



**EXPERIENCE AND QUALIFICATIONS OF CONTRACTS MANAGER**

Personal Particulars				
<b>Full Name and Surname:</b>				
<b>ID/ Passport No.</b>				
<b>Age</b>				
<b>Tendered Post:</b>				
<b>Name of Professional Institution/s Registered With:</b>				
<b>Professional Registration Number:</b>				
Qualifications (Copies of all relevant qualifications and registrations must be attached to this form)				
Education / Qualifications:		Year Obtained:	Institution:	
Overview of Experience				
Date	Organisation		Position Held	
Outline of Relevant Experience				
Start (MM/YYYY)	End (MM/YYYY)	Client, Contract Title & Detailed Description of Contract (Warehouses)	Area (m2)	Client and Engineer Reference & Contact



**NOTE:**

**Client Implies: Coega Development Corporation.**

**Make additional copies of this form if required for additional projects.**

**Declaration by nominee for key staff position above:**

I, the undersigned, declare that all the information provided above and in the forms that follow correctly describes me and my experience.

I, the undersigned, do hereby agree to present myself for an interview with the Client or a representative of the Client should further clarity be required on the information provided herein.

NAME.....

SIGNATURE ..... DATE: .....

(of the person named on this form)

**Note to Bidder:**

The Bidder shall ensure that this form is signed by the person nominated for the above key staff position and that all the information provided is true. Any inconsistency in the information provided will lead to the conclusion that the person nominated is not suitably qualified for the position and NO points will be awarded. Should this key staff member not be available for deployment to this contract upon award, only approved candidates with similar or better credentials will be considered by the employer.

SIGNATURE ..... DATE: .....



**EXPERIENCE AND QUALIFICATIONS OF SITE AGENT**

Personal Particulars				
Full Name and Surname:				
ID/ Passport No.				
Age				
Tendered Post:				
Name of Professional Institution/s Registered With:				
Professional Registration Number:				
Qualifications (Copies of all relevant qualifications and registrations must be attached to this form)				
Education / Qualifications:		Year Obtained:	Institution:	
Overview of Experience				
Date	Organisation		Position Held	
Outline of Relevant Experience				
Start (MM/YYYY)	End (MM/YYYY)	Client, Contract Title & Detailed Description of Contract (Warehouses)	Area (m2)	Client and Engineer Reference & Contact



**NOTE:**

**Client Implies: Coega Development Corporation.**

**Make additional copies of this form if required for additional projects.**

**Declaration by nominee for key staff position above:**

I, the undersigned, declare that all the information provided above and in the forms that follow correctly describes me and my experience.

I, the undersigned do hereby agree to present myself for an interview with the Client or a representative of the Client should further clarity be required on the information provided herein.

NAME.....

SIGNATURE ..... DATE: .....

(of the person named on this form)

**Note to Bidder:**

The Bidder shall ensure that this form is signed by the person nominated for the above key staff position and that all the information provided is true. Any inconsistency in the information provided will lead to the conclusion that the person nominated is not suitably qualified for the position and NO points will be awarded. Should this key staff member not be available for deployment to this contract upon award, only approved candidates with similar or better credentials will be considered by the employer.

SIGNATURE ..... DATE: .....



**ANNEXURE K**

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

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

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

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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

CDC RATING SCALE

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

**Evaluators name**

**and designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ

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**PART T2: RETURNABLE DOCUMENTS**



**T2.1.1 FORM A: AUTHORITY FOR SIGNATORY**

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

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

**A. Certificate for Company**

I, .....,  
 chairperson of the board of ....., hereby  
 confirm that by resolution of the board (copy attached) taken on .....  
 20....., Mr/Ms ..... acting in the capacity of  
 ....., was authorised to sign all documents in connection with this tender for  
**Contract No CDC/158/26** and any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

**B. Certificate for Partnership**

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

....., hereby authorise  
 Mr/Ms ....., acting in the capacity of .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



....., to sign all documents in connection with this tender for **Contract No CDC/158/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

**C. Certificate for Joint Venture**

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

Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this tender for **Contract No CDC/158/26** and any contract resulting from it on our behalf.

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

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

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
 CONTRACT No. CDC/158/26  
 CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
 2 OF THE COEGA SEZ



**D. Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Sole Owner: .....  
 2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ....., hereby authorise Mr/Ms ..... acting in the capacity of ....., to sign all documents in connection with this tender for **Contract No CDC/158/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**T2.1.2 FORM B: SCHEDULE OF WORK CARRIED OUT BY THE BIDDER**

The Bidder shall list below the construction contracts of a similar nature awarded to them with a value greater than R30 million over the last 7 years. This information is material to the adjudication of the Tender.

<b>CONSTRUCTION OF FACILITIES</b>				
<b>EMPLOYER &amp; CONTACT DETAILS</b>	<b>CONSULTING ENGINEER &amp; CONTACT DETAILS</b>	<b>PROJECT TITLE &amp; BRIEF DESCRIPTION</b>	<b>VALUE OF WORK (ZAR)</b>	<b>DATE COMPLETED</b>

Number of sheets, appended by the bidder to this Schedule ..... (If nil, enter NIL).

**SIGNATURE:** .....  
(person authorised to sign on behalf of the Bidder)

**DATE:** .....

**T2.1.3 FORM C: PROPOSED KEY PERSONNEL**

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



The Bidder shall list below the key personnel, whom they propose to employ on the contract should their offer be accepted, both at their headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held, and their nationalities. The bidder shall submit a current **curriculum vitae** in respect of each key person and an **Organogram**. Failure to complete this Schedule may result in the Tender not being considered.

<b>Location</b>	<b>Designation</b>	<b>Name And Nationality Of: (I) Nominee</b>	<b>Summary Of Qualifications, Experience and Present Occupation</b>	<b>Sign for Consent</b>
<b>HEAD OFFICE</b>	Partner/Director			
	Contracts Director			
	Other key staff (Give designation)			
<b>SITE OFFICE</b>	Contracts Manager (Civil)			
	Site Agent (Civil)			
	SMME Mentor			
	Health and Safety Officer			
	Other key staff (Give designation)			

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ

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Number of sheets, appended by the bidder to this Schedule ..... (If nil, enter NIL).

**\*\* CVs shall be provided for these personnel**

**Should any personnel change from the tender submission, their CV must be submitted and approved by the Employers Representative and it shall be a like-for-like candidate or better.**

**SIGNATURE:** .....  
**(person authorised to sign on behalf of the Bidder)**

**DATE:** .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.4 FORM D: PLANT AND EQUIPMENT RESOURCES**

The bidder shall state below what construction plant and equipment will be available for this Contract. The bidder shall differentiate, if applicable, between construction plant and equipment immediately available and construction plant and equipment which will become available by virtue of outstanding orders, and indicate what further construction plant and equipment will be acquired or hired for the work should he be awarded the Contract. Daily all in hire rates and daily standby rates are to be indicated for all the plant and equipment listed. **The bidder is to note that the rates contained in this schedule may be applied during the contract for the evaluation of variations and/or claims. Notwithstanding the equipment listed, the Bidder remains responsible for the suitability and adequacy of all Contractor's Equipment and for the methods proposed or adopted for the completion of the Works.**

**CONTRACTORS PLANT AND EQUIPMENT IMMEDIATELY AVAILABLE**

DESCRIPTION, SIZE, CAPACITY	NUMBER

**CONTRACTORS PLANT AND EQUIPMENT ON ORDER** (State details of arrangements made)

DESCRIPTION, SIZE, CAPACITY	NUMBER

**CONTRACTOR'S PLANT AND EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets appended by the bidder to this Schedule ..... (If nil, enter NIL).

The Bidder undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

**SIGNATURE:** .....  
(person authorised to sign on behalf of the Bidder)

**DATE:** .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**T2.1.5 FORM E: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer's Agent.

<b>NAMES AND ADDRESSES OF PROPOSED SUB-CONTRACTORS</b>	<b>NATURE AND EXTENT OF WORK TO BE SUB-CONTRACTED</b>	<b>PREVIOUS EXPERIENCE WITH SUB-CONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR</b>	<b>LOCAL BASED (Yes or No)</b>	<b>BEE Level (Indicate)</b>

Number of sheets appended by the bidder to this Schedule ..... (If nil, enter NIL).

**SIGNATURE:** .....  
(person authorised to sign on behalf of the Bidder)

**DATE:** .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.6 FORM F: 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.

**Details of the Company's Bank**

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

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO BIDDER'S HEAD OFFICE</b>
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	(     )
Fax Number	(     )
Account Number	

**SIGNATURE:** .....

**DATE:**.....

*(person authorised to sign on behalf of the Bidder)*

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**T2.1.7 FORM G: ESTIMATED MONTHLY EXPENDITURE**

The Bidder shall state below the estimated value of work to be completed every month based on his preliminary programme and his tendered unit rates.

**\* The amounts for Contingencies must not be included.**

MONTH	VALUE *
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
11	R .....
12	R .....
13	R .....
14	R .....
TOTAL	R .....

**SIGNATURE:** .....

**DATE:** .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ



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***(person authorised to sign on behalf of the Bidder)***

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.8 FORM H: DETAILS OF AMENDMENTS AND QUALIFICATIONS**

**AMENDMENTS AND QUALIFICATIONS**

I / We herewith propose the amendments and discounts as set out in the tables below:

**(a) AMENDMENTS**

<b>PAGE, CLAUSE, OR ITEM NO.</b>	<b>PROPOSED AMENDMENT</b>

[Notes: (1) Amendments to the Contract Data are not acceptable;

(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]

**(b) ALTERNATIVES**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

[Notes: (1) Individual alternative items that do not justify an alternative tender and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Schedule of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.]

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

***[Note: The Bidder must give full details of the discounts offered in a covering letter attached to his tender, failing which, the alternative offer will be prejudiced]***

**SIGNATURE:** .....

**DATE:**.....

***(person authorised to sign on behalf of the Bidder)***

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.9 FORM J: OCCUPATIONAL HEALTH AND SAFETY ACT SPECIFICATIONS****OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION****ANNEXURE A**

The Contractor shall submit Annexure A with the additional information in the Tender Document upon appointment.

<b>Item No.</b>	<b>OHSS Requirement</b>	<b>OHSA Requirement</b>	<b>Submission Date</b>
2.3.1	A copy of construction work permit certificate issued by the Client/Agent from Department of Labour.	CR 3 - Completed Annexure 1 of Construction Regulations 2014.	Before commencement on site.
2.3.2	A copy of acknowledgement certificate of construction work notification issued by the Department of Labour.	CR 4 - Completed Annexure 2 of Construction Regulations 2014.	Before commencement on site.
2.3.3	Assignment of competent persons to manage and supervise construction work.	All relevant appointment letters, as per OHSA and Regulations.	Before commencement on site.
2.3.4	Competency for Responsible Persons.	Proof of training records.	Before commencement on site.
2.3.5	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 OF 1993.	Valid letter of good standing.	Before commencement on site.
2.3.6	Occupational Health and Safety Policy.	Health, Safety and Environmental policies.	Before Commencement on site.
2.3.7	Health and Safety Organogram.	Site organogram.	Before commencement on site.

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Item No.	OHSS Requirement	OHSA Requirement	Submission Date
2.3.8	Health, Safety and Environmental File.	Specifications, Risk Assessment, Plans, Method Statements, Appointments, Certificates, Registers, Records, other documents.	Within prescribed period of receipt of letter of acceptance by CDC.
2.3.9	Health & Safety Representative.	Section 17	Submit as soon as there are more than 20 employees on site.

**Abbreviations:**

**CDC:** Coega Development Corporation

**CR:** Construction Regulations

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

**Acknowledgement:**

I, \_\_\_\_\_ representing

\_\_\_\_\_ Contractor / Agent have satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) 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 and defects repair period.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.10 FORM K2: CONTRACT PARTICIPATION GOAL: EME / QSE TARGET FORM**

The CIDB Standard for Indirect Targeting is incorporated into this Contract. A Contract Participation Goal (CPG) of 36% (by value, excluding contingencies, escalation, VAT, Socio-economic deliverables, and EPWP allowances (if applicable)) is stipulated in this contract.

The Tenderer is to commit to targeted works that can be performed by EMEs/QSEs as subcontractors. The EME/ QSE targeted CPG must be calculated in relation to every entity involved in the project as defined in the CDC SMME Specification document. No Functionality Points will be scored for a commitment that is less than 36%.

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

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

Please refer to Tables A1 and A2 in the Functionality section of Volume 1 of the Tender documents for the Evaluation Indicators for scoring purposes.

**CONTRACT NUMBER** : \_\_\_\_\_

**CONTRACT DESCRIPTION** : \_\_\_\_\_

**PROJECT MANAGER** : \_\_\_\_\_

**BIDDER/S NAME** : \_\_\_\_\_

I/We tender the following targets:

Small Medium Micro Enterprise participation		
Participation	% Goal Tendered	Estimated RAND Value (R)
SMME Packages committed	%	R
<b>Overall % Contract Participation Goal</b>	%	R

To promote increased participation of designated groups in the economy, 10% of the SMME target shall be awarded to the black designated groups as follows:

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Designated Group Participation		
Participation	% Goal Tendered	Estimated RAND Value (R)
Women Owned	%R	
Youth Owned	%R	
Persons Living with Disability Owned	%R	
Military Veterans Owned	%R	
Overall % Designated Group Participation Goal	%R	

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

### **Penalty on non-compliance/not achieving the committed minimum target of 36% participation**

“The tenderers must allow for all costs application that they may feel be associated with the successful integration, development of and completion of SMME Contractors’ work to the approval of the Principal Agent on this project. This includes all the costs associated with the provision of an SMME Participation as stipulated on the Form K at a minimum of 36% of construction costs excluding VAT, Contingencies and Escalation”. The employer shall be entitled without prejudice to its other remedies under the contract, deduct from the contract price, as penalty calculated on the following formula

$36\% \text{ of PV (in monetary value) - \%age AV (in monetary value) = PAV (in monetary value);}$   
where PV = Project Value,  
where AV= Achieved SMME Participation Value,  
where PAV = Penalty Accumulated Value

**Penalty =Target @ 36% -% Achieved SMME Participation = Balance of the % not achieved (which would be the penalty for non-compliance)**

	:	
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COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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

Name of Person Signing	:	
------------------------	---	--

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

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

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**T2.1.11 FORM L: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:</b>		
<b>Addenda No.</b>	<b>Date</b>	<b>Title or Details</b>

Number of sheets appended by the bidder to this Schedule ..... (If nil, enter NIL).

**SIGNATURE:** .....

**DATE:** .....

*(person authorised to sign on behalf of the Bidder)*



**T2.1.12 FORM M: FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

2 Proposed approach to achieve compliance with the Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... .....	<input type="checkbox"/>

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4 Provide details of proposed training (if any) that will be undergone:

.....  
.....



5 Potential key risks identified and measures for addressing risks:

.....  
.....

6 I 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 Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ..... ID NO: .....

2 ..... ID NO: .....



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**T2.1.13 FORM N: JOINT VENTURE DISCLOSURE FORM**

EMPLOYER: COEGA DEVELOPMENT CORPORATION

CONTRACT DESCRIPTION: **CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE 2 OF THE COEGA SEZ**

CONTRACT NUMBER: **CDC/158/26**

**Note:**

- 1) This form need not be completed for Joint Ventures which have enterprise partners.
- 2) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
- 3) A copy of the joint venture agreement must be attached to this form. To demonstrate the targeted enterprise partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - i) The contributions of capital and equipment
  - ii) Work items to be performed by the enterprise partner's own forces.
  - iii) The commitment of management, supervisory and operative personnel employed by the targeted enterprise partner to be dedicated to the performance of the Contract.
- 4) Copies of all written agreements between partners concerning the contract must be attached to this form, including those which relate to ownership options and restrictions/limits regarding ownership and control.
- 5) Each enterprise partner must complete an Enterprise Declaration Affidavit.



COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**DESCRIPTION OF THE ROLE OF THE PARTNERS IN THE JOINT VENTURE.**


**OWNERSHIP OF THE JOINT VENTURE**

**a) Percentage**

**Ownership**

**in respect of** : **Enterprises** % **Enterprises** %

**b) Profit and Loss**

**Sharing** : **Enterprises** % **Enterprises** %

**c) Initial Capital**

**Contribution** : **Enterprises R** **Enterprises R**

**d) Ongoing Capital**

**Contribution** : **Enterprises R** **Enterprises R**

**e) Major Plant and**

**Equipment**  
**Contribution** : **Enterprises** **Enterprises**




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**RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT OR AS  
PARTNERS IN OTHER JOINT VENTURES**

**Targeted Enterprise Partners**

1. :  
.....
2. :  
.....
3. :  
.....
4. :  
.....
5. :  
.....

**CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision-making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(Continue on next page)

**CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.


The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Duly authorized to sign on behalf of : \_\_\_\_\_

Address: : \_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

Date : \_\_\_\_\_

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.14 FORM O: BBBEE PREFERENCING**

The Bidder shall attach to this page a certified copy of the BBBEE Validation Certificate issued by an accredited Verification Agency and/or financial statement in case of an EME/SMME.

In the case of Joint Ventures (JV), each JV partner must submit their BBBEE Validation Certificate.

Certified Copy attached

Yes      No

--	--

The Bidder shall attach to this page a copy of their CIDB Registration Certificate.

In the case of Joint Ventures (JV), each JV partner must submit their CIDB Registration Certificate.

Copy attached

Yes      No

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**SIGNATURE:** .....  
(person authorised to sign on behalf of the Bidder)

**DATE:** .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.15 FORM P: PRELIMINARY PROGRAMME AND METHOD STATEMENT**

**(FOR TENDER ADJUDICATION PURPOSES ONLY)**

The Bidder shall attach a preliminary programme and indicative method statements to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The working hours shall be indicated.

Should the bidder be able to complete the work in a shorter timer period, please indicate this in the cover letter.

The indicative method statements shall cover the Contractor's proposed methodology and technical approach detailing the execution of the project, which is consistent with the construction programme, listing the risk factors for the scoring of functionality.

The Bidder shall also take into account the requirements stated in the Scope of Work when drawing up the programme and considering his method statements for tender adjudication.

**Details of the preliminary programme shall be appended to this Schedule.**

Number of sheets appended by the bidder to this Schedule ..... (If nil, enter NIL).

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**T2.1.16 FORM Q: QUALITY MANAGEMENT PLAN**

The Contractor shall propose and include for the methodology and pricing a comprehensive quality Management system (QMS) for the Employer's Agent's approval, to ensure the work is delivered without deficiencies and that the Employer's Agent is informed and/or consulted on a daily basis on all matters relating to the quality and progress of the work. The QMS shall further be developed to include clear Quality Control Procedures (QCPs) that will outline how works will be staged and where the Employer's Agent's approval will be required to sign off any work, whether in full or in stages. A clear distinction is required for verification, hold points, and approvals, as may be required.

**The quality management plan will be used with the preliminary programme and method statement for the scoring of functionality.**

Due consideration must be given to the deliverables required to execute and complete the contract and should include but not be limited to:

Item	Document to be submitted	Attached? (Y/N)
1	ISO 9001:2000 Certification	
2	Quality Manual table of contents	
3	Quality Policy	
4	Schedule / List Quality Management System Procedures	
5	Typical Project Quality Plan	
6	Typical Data Pack Indices	

**The Bidder shall attach to this form a certified copy of his ISO 9001 accreditation.**

**SIGNATURE:** .....  
**(person authorised to sign on behalf of the Bidder)**

**DATE:** .....

## 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 interest<sup>1</sup> 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

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



2.2 Do you, or any person connected with the 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.



submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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 THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

## 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.

a) The applicable preference point system for this tender is the 80/20 preference point system..

1.2. 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.

1.3. The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>Specific Goals</b>	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.4. 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.

1.5. 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 or organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1. THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where:

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender



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**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 90/10 or 80/20 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 the 80/20 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 the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm:.....

5.2. Company registration number:.....

**5.3. 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]

5.4. 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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....



## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... according to the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) FIDIC Conditions of Contract for Construction 2017; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



- 
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....  
accept your bid under reference number .....dated.....for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered according to the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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## **FORM R: PROTECTION OF PERSONAL INFORMATION: CONSENT**

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

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

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

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

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

## **AGREEMENT**

1. The CDC and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
  - a) They process the information only for the express purpose for which it was obtained.
  - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
  - c) They will introduce, and implement all reasonable measures to ensure the protection of all personal information from unauthorized access and/or use.
  - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
  - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
  - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in the mitigation of such risks.

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organisation.
3. Bidder's Obligations:
- g) The Bidder is required to notify the Information Officer of CDC, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any of the CDC's personal information.
  - h) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
  - i) The Bidder shall be required to provide the CDC with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
  - j) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of CDC.

**On behalf of the Bidder:**

.....	.....
Signature	Date
.....	.....
Position	Name of the Bidder

**On behalf of the Client:**

.....	.....
Signature	Date
.....	.....
Position	Name of Client Representative

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ

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**PART C1: AGREEMENTS AND CONTRACT DATA**

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

**CONTRACT No. CDC/158/26**

**CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE 2 OF THE COEGA SEZ** . 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.

By the representative of the bidder, deemed to be duly authorized, signing this apart of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined according to the conditions of contract identified in the contract data.

**THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS**

.....  
.....  
.....Rand (in words);

R..... (in figures),

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the tender data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ

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Capacity \_\_\_\_\_

for the Bidder \_\_\_\_\_  
(Name and address of organisation)

Name and \_\_\_\_\_

signature of \_\_\_\_\_  
witness \_\_\_\_\_ Date \_\_\_\_\_

CIDB  
Registration No: \_\_\_\_\_

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the Employer shall pay the Contractor the amount due according to the Conditions of Contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement, between the employer and the bidder 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:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above (including all Annexures).

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations according to those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

for the Employer \_\_\_\_\_  
(Name and address of organisation)

Name and \_\_\_\_\_

signature of \_\_\_\_\_

witness \_\_\_\_\_

Date \_\_\_\_\_



**C1.2 CONTRACT DATA**

**C1.2.2 APPENDIX TO CONDITIONS OF CONTRACT**

**Part 1: Contract Data Provided by the Employer:**

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

<b>FIDIC Clause</b>	<b>Description</b>	<b>Data</b>
1.1.31	<b>Employer</b>	The <b>Employer</b> is: Name: <b>Coega Development Corporation (Pty) Ltd</b> The address of the <b>Employer</b> is: Corner Alcyon and Zibuko Street Coega SEZ Zone 1 Gqeberha 6001
1.1.84	<b>Time for Completion</b>	Time for Completion is 8 months from the commencement date of the Contract, including weekends, public holidays, and the annual year-end shut down period.  The time to submit documentation required before commencement with Works execution is 21 (twenty-one) days. This is to be included in the Time for Completion.
1.1.27	<b>Defects Notification Period or DPN</b>	Defects Notification Period is 12 months
1.3	<b>Notices and Other Communications</b>	<b>Electronic Transmission Systems</b> permitted are email
1.4	<b>Law and Language</b>	<b>Governing Law</b> is that of the Republic of South Africa <b>Ruling Language</b> is English <b>Language for Communications</b> is English

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



2.1	<b>Right of Access to the Site</b>	<b>Right of Access to the Site</b> is to be given immediately after the Commencement Date, subject to the Contractor's compliance with the OHS Act Construction Regulations and Environmental Requirements as specified in the relevant Annexures to this Contract.
4.2	<b>Performance Security</b>	<b>Amount of Performance Security</b> is 10% of the Accepted Contract Amount, in South African Rands, valid until the issue of the Performance Certificate. The period for submission of Performance Security is within 14 days of Commencement Date.
6.5	<b>Working Hours</b>	<b>Normal Working Hours</b> shall be from Monday to Friday between the hours of 08h00 and 17h00 and shall exclude all gazetted public holidays
8.8 & 14.15 c	<b>Delay Damages &amp; Currencies of Payment</b>	<b>Delay damages for the works</b> are R10 000.00 per calendar day
8.8	<b>Delay Damages</b>	<b>Maximum amount of delays damages:</b> 10 % of the Contract Price
13.4 (b) (ii)	<b>Provisional Sums</b>	<b>Percentage for adjustment of Provisional Sums</b> is 5%
13.7	<b>Adjustment for Changes in Cost</b>	The amounts payable to the Contractor <b>shall not</b> be adjusted
14.2	<b>Advance Payment</b>	Advance Payment by the Employer is permitted for this Contract subject to negotiations
14.3 (c) (iii)	<b>Application for Interim Payment</b>	<b>Percentage of Retention Money</b> is 10% <b>Limit of Retention Money</b> is 5% of the Accepted Contract Amount
14.15	<b>Currencies of Payment</b>	The currency for all payments in terms of the Contract shall be the South African Rand
19.1	<b>General Requirements</b>	The Contractor shall produce all required insurances in terms of the Contract within 14 working days of the date of the Letter of Acceptance
19.2.4	<b>Insurance against injury to Persons and Damage to Property</b>	Supplementary/special insurance to be affected by: <b>Contractor</b> For sum of: Public Liability Insurance Limit of Liability of R10 million

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



21.1	<b>Constitution of the DAAB</b>	<b>Date by which DAAB should be appointed:</b> within 14 working days from date of receipt of written notice by one party from the other party requiring the appointment of a DAAB <b>The DAAB shall comprise of:</b> 1 member
21.2	<b>Failure to Appoint DAAB Member(s)</b>	<b>Appointing entity:</b> Association of Arbitrators (Southern Africa)

**Particular Conditions**

The Particular Conditions are:

Clause No	Description
<b>Sub-Clause 1.1</b>	<b>Sub-Clause 1.1 – Definitions</b>
1.1.10	<b>Delete and Replace Sub-Clause 1.1.10 with the following:</b> “Contract” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.
1.1.11	<b>Delete and Replace Sub-Clause 1.1.11 with the following:</b> “Contract Agreement” means the document entitled Form of Offer and Acceptance.
1.1.50	<b>Delete and Replace Sub-Clause 1.1.50 with the following:</b> “Letter of Acceptance” means that section of the Form of Offer and Acceptance called Acceptance.
1.1.51	<b>Delete and Replace Sub-Clause 1.1.51 with the following:</b> “Letter of Tender” means that section of the Form of Offer and Acceptance called Offer.
1.1.71	<b>Delete and Replace Sub-Clause 1.1.71 with the following:</b> “Schedules” means the document(s) entitled Tender Schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include data, lists and schedules of payments and/or rates and prices, and guarantees.
1.1.81	<b>Delete and Replace Sub-Clause 1.1.81 with the following:</b> “Tender” means that section of the Form of Offer and Acceptance called Offer and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.
1.1.31	<b>Add the following to Sub Clause 1.1.2.2:</b> “Employer” and “Client” shall be used interchangeably and shall be the Coega Development Corporation (Pty) Ltd
1.1.89	<b>Add the following new definition</b> “SMME” means small, medium and micro enterprises as defined in the Specifications.

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
1.1.90	<p><b>Add the following new definition</b></p> <p>“The Mediator means the person, or a three persons tribunal named in the Contract, or other person(s) appointed under Sub-Clause 21.1 (Appointment of the Mediator) or Sub-Clause 21.2 (Failure to agree on the Mediator)”</p>
<b>Sub-Clause 1.2</b>	<p><b>Sub-Clause 1.2 – Interpretation</b></p> <p><b>Replace 1.2(d) and replace with:</b></p> <p>“(d) The expressions ‘written’, ‘in writing’, ‘the giving of notice’, ‘giving consent’, ‘as instructed’ or ‘at the request of’ means that hand-written, type-written, printed or electronically made communications have been given by one Party to the other so that a permanent record results. However, such notices, instructions, consents or requests are not deemed to have been delivered by virtue of their appearance in the minutes of meetings unless such minutes have been signed as a true record of the proceedings of the meeting. Verbal communications will not be legally binding unless reduced to or confirmed in writing. All additional works deemed to be variations in terms of the Contract must be given in writing and no work to be executed if not duly approved by the Employer in terms of clause 13.</p> <p><b>Add the following sub-sub-clause:</b></p> <p>“(k) definitions, as contained in the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations, 2014, have been applied to Volume 1 and Volume 2 of the Contract. These definitions have been applied for consistency, but are interchangeable on an ad-hoc basis. In particular, the following definitions are applicable:</p>
(i) (ii) (iii)	<p>“<b>Principal Contractor</b>” and “<b>the Principal Contractor</b>” means an employer appointed by the client to perform construction work.</p> <p><b>Client</b>” shall mean any person for whom construction work is performed.</p> <p>“<b>Contractor</b>” shall mean a person who performs construction work.</p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
<b>Sub-Clause 1.5</b>	<b>Sub-Clause 1.5 – Priority of Documents</b> <b>Delete and Replace Sub-Clause 1.5 with the following:</b> “The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence: Letter of Offer of Acceptance Appendix to Tender within the Contract Data (what Contractor Specified in his tender during the tender phase) Particular Conditions of Contract General Conditional of Contract Scope of Works Project Drawings Project Specifications (Specials) Standard Specifications Standard Drawings Schedule and any other documents forming part of the Contract (SoQ’s) If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.”
<b>Sub-Clause 1.6</b>	<b>Sub-Clause 1.6 – Contract Agreement</b> <b>Delete</b> “within 35 days after the Contractor receives the Letter of Acceptance” in <b>the first line and replace with</b> “on the date of issue of the Letter of Acceptance”.
<b>Sub-Clause 1.8</b>	<b>Sub-Clause 1.8 – Care and Supply of Documents</b> In the second line of the first paragraph, replace “two copies” with “a single copy”.
<b>Sub-Clause 2.4</b>	<b>Sub-Clause 2.4 – Employer’s Financial Arrangements</b> <b>Add the following subclause:</b> “The Employer will provide such financial arrangements in the form of a written confirmation letter that funding is available for this Contract”.



Clause No	Description
<p><b>Sub-Clause 3.2</b></p>	<p><b>Sub-Clause 3.2 – Engineer’s Duties and Authority</b>  <b>Add the following at the end of paragraph three and delete paragraph 4:</b></p> <p>“The Engineer shall obtain the specific approval of the Employer for the execution of the following functions or duties and the Contractor shall not proceed with any such additional works until the Employer has duly approved and physically signed a variation order, the Contractor should insist on such a signed copy of such a variation order before commencement of any additional works.</p> <p>The issuing of a Supplementary Agreement in terms of Sub-Clause 1.1.91</p> <p>The award of claims in respect of extensions of time Sub-Clause 8.5</p> <p>The issuing of Variation Orders, in terms of Sub-Clause 13.3.</p> <p>The award of claims in respect of additional costs.</p>
<p><b>Sub-Clause 3.5</b></p>	<p><b>Sub-Clause 3.5 – Engineer’s Instructions Add to the following paragraph to Sub-Clause 3.5:</b></p> <p>“Where the Engineer issues a written instruction that determines a reasonable date for the performance of a contractual obligation in terms of the Contract, and where the Principal Contractor fails to demonstrate compliance with the instruction, the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>• If compliance is outstanding on the fifth day after the due date, an amount of R 5 000.00 is to be deducted from any amounts due to the Contractor at the next payment date.</li> <li>• If compliance remains outstanding there-after, a penalty amount equal to double the previous amount is to be imposed for every five days that elapse.</li> <li>• The maximum penalty deduction for any outstanding instruction shall be R 150 000.00 and a suspension of the Works for 48 hours.</li> </ul> <p>The imposition of a penalty for non-compliance shall not prejudice the rights of the Client to other remedies, or relieve either party of any rights or obligations they may have in terms of the Contract.”</p> <p>Non-compliance to the following Environmental requirements will result in the application of the penalty, following an Engineer’s Instruction for corrective action as described above:</p> <ol style="list-style-type: none"> <li>1. Commencement of activities without submission or approval of Environmental Method statements.</li> <li>2. Material failure to abide by the approved Method Statements.</li> <li>3. Occupation of a no-go area, or areas within the SEZ but outside of the</li> </ol>



Clause No	Description
	<p>designated site by the Contractor, Contractor's plant, materials, waste or spoil.</p> <p>4. Uncontrolled waste material or litter on site.</p> <p>5. Uncontrolled dust, noise, effluent or other nuisance from the site that materially affects other properties or persons.</p> <p>6. Non-compliance to the following Environmental requirements will result in the application of the penalty, without a specific Engineer's Instruction, as described above:</p> <p>Bush clearing of an area outside of the site or the areas demarcated within the approved Method Statements.</p>
<b>Sub-Clause 3.7</b>	<p><b>Sub-Clause 3.7 – Agreement or Determination</b></p> <p><b>Delete the first paragraph under 3.7.1 and replace with:</b></p> <p>"The Engineer shall obtain the Employer's specific approval to give notice to both Parties of each agreement and determination, with supporting particulars. Each party shall give effect to each agreement and determination unless and until revised under Clause 20 &amp; 21 [Claims, Disputes and Arbitration]"</p>
<b>Sub-Clause 4.2</b>	<p><b>Sub-Clause 4.2 – Performance Security</b></p> <p><b>Replace paragraph one of 4.2.1 with the following:</b></p> <p>"The Contractor shall deliver the Performance Security to the Client within 21 working days of the date of issue of the Letter of Acceptance, with a copy to the Engineer. The Performance Security shall be issued by a Bank or Insurance Company registered or licensed to do business in the Republic of South Africa and having an Office or Banking Facility in the Republic of South Africa and shall be subject to approval by the Client and shall be in the form prescribed in the project documents or in another form approved by the Client."</p> <p><b>Add the following to the end of Sub-Clause 4.2:</b></p> <p>"The above shall apply in respect of portions of work carried out by SMME's, except that the Principal Contractor shall assume the role of Employer in respect of requiring a Performance Security from the respective SMME's.</p> <p>The conditions of reduction and return of the Performance Guarantee shall apply as detailed on Pro-Forma 1.3."</p>
<b>Sub-Clause 4.3</b>	<p><b>Sub-Clause 4.3 – Contractor's Representative</b></p> <p><b>Add the following to the end of Sub-Clause 4.3:</b></p> <p>SMME SUB-CONTRACTORS</p> <p>"The Contractor shall provide a SMME construction manager for the full duration of the project."</p>



Clause No	Description
Sub-Clause 5.1	<p><b>Sub-Clause 5.1 – Subcontractors</b></p> <p><b>Add the following to the end of Sub-Clause 5.1:</b></p> <p>“Provide for Contractor’s overheads, handling charges, attendance and profit on SMME Sub-Contractors”.</p>
Sub-Clause 4.8	<p><b>Sub-Clause 4.8 – Health and Safety Obligations</b></p> <p><b>Add the following to the end of Sub-Clause 4.8:</b></p> <p>“(h) “The Client and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The “Principal” Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Client from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Client in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorised officials of the Client shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Client and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Client and Engineer, of such investigation, complaint or criminal charge.</li> <li>(j) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</li> <li>(i) Acquaint himself with the requirements of the Client’s health and safety specification as laid down in regulation 5 (1)(b) of the Construction Regulation</li> </ul>



Clause No	Description
	<p>2014, and prepare a suitable and sufficiently documented and coherent site specific health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Client or his assigned agent. The Contractor's health and safety manual and risk assessment shall be submitted to the Client for approval within the time as stated in the Contract Data - Appendix to Tender and shall reviewed and updated by the Contractor as work progresses.</p> <p>The Client, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Client or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Client or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
<b>Sub-Clause 4.9</b>	<p><b>Sub-Clause 4.9 – Quality Management and Compliance Verification Systems</b></p> <p><b>Add the following to the end of Sub-Clause 4.9:</b></p> <p>"Where quality assurance testing is carried out by the nominated accredited testing laboratory, this testing may at the discretion of the Engineer also be taken as acceptable for Acceptance Testing."</p>
<b>Sub-Clause 4.16</b>	<p><b>Sub-Clause 4.16 – Transport of Goods</b></p> <p>Delete item 4.16(a)</p>
<b>Sub-Clause 4.17</b>	<p><b>Sub-Clause 4.17 – Contractor's Equipment</b></p> <p><b>Add the following to the end of Sub-Clause 4.17:</b></p> <p>"The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor".</p>
<b>Sub-Clause 4.18</b>	<p><b>Sub-Clause 4.18 – Protection of the Environment</b></p> <p><b>In the second paragraph delete the full stop and add</b> "and shall ensure compliance with all the environmental requirements indicated in the Standard Environmental Specification for Construction contained in the Scope of Works".</p> <p>Environmental method statements shall be submitted to the Engineer for approval within 14 working days of the Letter of Acceptance by the Contractor as specified in the Specifications."</p> <p><b>Add the following new Sub-Clause: 4.18.1</b></p> <p>THE CONTRACTOR SHALL FURTHERMORE IN COMPLIANCE WITH ENVIROMENTAL LEGISLATION AND SPECIFICATIONS, INCLUDING SUB-CONTRACTOR AND SMME SUB-CONTRACTORS PROVIDE FOR:</p>



Clause No	Description
	<ul style="list-style-type: none"> <li>• An Environmental Officer or Responsible person to prepare and update Method Statements, conduct regular inspections, maintain records, and report to the engineer.</li> <li>• Compliance with Environmental Legislation and specifications.</li> <li>• Compliance with Environmental Legislation and specifications contractor.</li> <li>• Compliance with Environmental Legislation and specifications SMME sub-contractors.</li> <li>• Compliance with Environmental Legislation and specifications sub-contractors.</li> <li>• Site Occupation, Health, Safety and Environmental awareness signage.</li> <li>• Provision of venue and staff attendance at the environmental awareness training course.</li> <li>• Provide for adequate handling and storage of materials so as to minimize contamination of ground, air or water.</li> <li>• Provide for adequate and safe collection and disposal of waste material and effluent from site by an approved method.</li> <li>• Provide for safe temporary drainage of the site and works during construction.</li> <li>• Provide for firefighting equipment and siren.</li> <li>• Provide for adequate transport, handling and storage of hazardous chemical substances, flammable materials and explosives, where used and protective equipment and training for the explosive powered tools.</li> </ul> <p><b>Sub-Clause 4.18.1 – Protection of the Environment (Continued)</b></p> <ul style="list-style-type: none"> <li>• Provide for adequate dust control measures, including regular watering of access routes.</li> <li>• Eating areas.</li> <li>• Provide for demarcation and safety of the works and temporary access by public, including other Contractors.</li> <li>• Provide for the rehabilitation on completion of site areas and temporary access routes not covered by construction or landscaping specifications.</li> <li>• Provide for plant and equipment maintenance area, if required, with adequate bunded and contained wet work area.</li> <li>• Provision of Environmental Method Statements.</li> <li>• Contractor’s overheads, charges, and profit on last.</li> </ul>



Clause No	Description
Sub-Clause 4.20	<p><b>Sub-Clause 4.20 – Progress Reports</b></p> <p><b>Add the following to the end of Sub-Clause 4.20:</b></p> <p>The Contractor is to update the programme in the following manner:</p> <p>Each activity on the current schedule is to be progressed by recording the actual start date and the remaining duration for the activity. The remaining duration is to be assessed and adjusted in the light of expected progress slippage or gain. The entire current bar chart is to be rescheduled according to the current date of reporting such that all uncompleted activities are scheduled forward from the current date. The Contractor must fairly represent the duration of outstanding activities to calculate the current expected completion date. No shortening of outstanding durations in order to project a favorable completion date will be permitted, unless the Contractor has justified this by measures to expedite the work.</p> <p>Extension of time or other agreed changes are to be represented on the baseline bar chart such that the end date is adjusted accordingly. Comparison between the baseline and current bar chart will represent the status of the project. The difference in end dates and the gain or loss of time will be reported.</p> <p>The updated project programme, together with a written report is to be submitted to the Engineer 1 full day prior to the regular progress meetings. The Contractor must state in the written report what his expected completion date is, and what measures are being taken in order to meet the contractual completion date. The Contractor is also to report any delays that occur that are not critical, but which contribute to an erosion of float, and may therefore contribute to future delays. Failure to notify in this manner may lead to a discounting of these factors if insufficient documentation is subsequently found to exist.</p> <p>The impact of all delays suffered, from any source, must be incorporated into the current activity bars of the programme at each reporting period, either by a re-assessment of the remaining duration of the affected activity or by the insertion of any activity to represent the delay. The impact of delays suffered from which the Engineer has authorized an extension of time must be incorporated into the baseline programme by the insertion of an activity linked to the affected activities.</p> <p>The updated project programme, together with a written report is to be submitted to the Engineer 1 full day prior to the regular progress meetings. The Contractor must state in the written report what his expected completion date is, and what measures are being taken in order to meet the contractual completion date. The Contractor is also to report any delays that occur that are not critical, but which contribute to an erosion of float, and may therefore contribute to future delays. Failure to notify in this manner may lead to a discounting of these factors if insufficient documentation is subsequently found to exist.</p> <p>The impact of all delays suffered, from any source, must be incorporated into the current activity bars of the programme at each reporting period, either by a re-assessment of the remaining duration of the affected activity or by the insertion of any activity to represent the delay.</p> <p>The impact of delays suffered from which the Engineer has authorized an extension</p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ



Clause No	Description
	of time must be incorporated into the baseline programme by the insertion of an activity linked to the affected activities.”



Clause No	Description
<b>Sub-Clause 4.24</b>	<p><b>Add new Sub-Clause 4.24 – Attendance on Nominated And / Or Other Contractors</b></p> <p><b>‘Sub-Clause 4.24 – Attendance on Nominated And / Or Other Contractors</b></p> <p>The Principal Contractor shall provide General Attendance on nominated Contractors and other direct Contractors appointed by the Client including the Principal Contractor’s domestic Contractors to carry out work on or adjacent to the site during the construction period. General Attendance shall, without in any way limiting the meaning and interpretation thereof, include the following services to be rendered by the Principal Contractor:</p> <ol style="list-style-type: none"> <li>1) Access to the site and to places where the work is to be carried out.</li> <li>2) The provision of an area for office accommodation, temporary workshops and for the storage of plant and materials. The Nominated Sub-contractor or Direct Contractor shall, at his own expense, provide and remove office accommodation, all temporary workshops, sheds or other structures required for his workmen at reasonable places on the site as the Contractor shall indicate and under the supervision of the Main Contractor.</li> <li>3) The use of the site temporary services such as telephone, water and power, subject to the payment by the Contractor or Direct Contractor for all his usage and his specific reticulation.</li> <li>4) Co-ordination of the work of the Contractor including the Principal Contractor’s domestic Contractors or Direct Contractor within the programme, including any intermittent work required by the Principal Contractor to allow the Contractor or Direct Contractor access to carry out his work.</li> <li>5) Use of erected scaffolding</li> </ol> <p>Special attendance, such as unloading, storing, hoisting, placing in position, providing special power supplies, specific scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and removal of rubbish will be detailed separately in each case where required.”</p>
<b>Sub-Clause 4.25</b>	<p><b>Add new Sub-Clause 4.25 Early Warning</b></p> <p>The Contractor must give to the Employer an early warning by notifying the Employer as soon as the Contractor becomes aware of any matter which could increase the Contract Price, delay completion, change the accepted programme, delay the Time for Completion, impair the usefulness of the Works to the Employer or affect the work of any Subcontractor.</p>



Clause No	Description
	<p>The Contractor must attend a risk reduction meeting with the Engineer to discuss the early warning and to co-operate in finding a means to reduce the risk of the matter in respect of which the early warning has been given.</p> <p>At the risk reduction meeting the Contractor must co-operate in:</p> <ol style="list-style-type: none"> <li>a. making and considering proposals for how the effect of the matter in respect of which the early warning has been given can be avoided or reduced;</li> <li>b. seeking solutions that will bring advantage to those who will be affected;</li> <li>c. decide on the actions that will be taken and who will take them;</li> <li>d. co-operate with the Engineer to find a reasonable solution to any difficulties that arise from working on the Site with other contractors to achieve the aim of the Employer to complete the Project on budget and in accordance with the Project programme.</li> </ol>
<p><b>Sub-Clause 5.2.4</b></p>	<p><b>Sub-Clause 5.2.4 – Evidence of Payments</b></p> <p><b>Add the following new paragraph:</b></p> <p>Before issuing a Payment Certificate which includes an amount payable to a Small, Medium and Micro Enterprise (SMME) that is contracted to the Principal Contractor in a Domestic Contractor Relationship, the Engineer may request the Principal Contractor to supply evidence that such SMME has received all amounts due in accordance with previous payment certificates.”</p>
<p><b>Sub-Clause 6.1</b></p>	<p><b>Sub-Clause 6.1 – Engagement of Staff and Labour</b></p> <p><b>Add the following new paragraph:</b></p> <p>“The Principal Contractor shall engage all “non-core” labour from the Client’s database of labour and via the Labour Management Services Processes as contained in the contract tender documentation.”</p> <p><b>Add the following new Sub-clauses:</b></p> <p>COMPLIANCE WITH LABOUR MANAGEMENT REGULATIONS AND INDUSTRIAL RELATIONS POLICY</p> <p>6.1.1 'The Contractor shall provide for the appointment of an Industrial Relations Co-Ordinator for the full duration of the contract and for involvement in Zone IR Co-ordinating Committee as described in Annexure H attached to these Bills of Quantities.</p> <p>6.1.2 'The Contractor shall provide for the daily appropriate transport of workers from pickup points near public transport drop off zones, and from Construction Village and return for the full duration of the contract as described in Annexure H attached to these Bills of Quantities.</p> <p>6.1.3 'The Contractor shall provide for return bus transport for long weekends for qualifying seconded hourly paid employees for the full duration of the contract as</p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
	<p>described in Annexures H attached to these Bills of Quantities.</p> <p>6.1.4 'The Contractor shall provide for bus transport for qualifying seconded hourly paid employees for the full duration of the contract as described in Annexure H attached to these Bills of Quantities.</p> <p>6.1.5 'The Contractor shall provide for accommodation and full board for qualifying seconded employees in the Construction Village as described in Annexure H attached to these Bills of Quantities.</p> <p>6.1.6 'The Contractor shall provide site transport on request of shop stewards, during normal working hours as described in Annexures H attached to these Bills of Quantities.</p> <p>6.1.7 'The Contractor shall provide for lost time and transport for scheduled long weekends as described in Annexures H attached to these Bills of Quantities</p> <p>6.1.8 'The Contractor shall provide for lost time for worker attendance at SEZ induction, Environmental Awareness Course, Learnerships, Skills Training and HIV/AIDS programs as described in Annexures H attached to these Bills of Quantities.</p> <p>6.1.9 'The Contractor shall provide venues and facilities for Environmental Awareness Course attendance by workers and staff as described in Annexures H attached to these Bills of Quantities.</p> <p>6.1.10 'The Contractor shall provide for the implementation of an approved HIV/AIDS program, including STI and TB awareness as described in Annexures H attached to these Bills of Quantities.</p> <p>6.1.11 'The Contractor shall provide R 0,33 per man hour worked for the contracts IR Co-ordinator costs, which will be billed through the Wage Bureau.</p> <p>6.1.12 'The Contractor shall provide all associated costs in respect of Coega HCS Labour Management Procedural requirements.</p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
<b>Sub-Clause 6.2</b>	<p><b>Sub-Clause 6.2 Rates of Wages and Conditions of Labour</b></p> <p><b>Add the following new sub clauses:</b></p> <p>COMPLIANCE WITH LABOUR MANAGEMENT REGULATIONS AND INDUSTRIAL RELATIONS POLICY</p> <p>6.2.1 'The Contractor shall provide for the payment of wages for the full duration of the contract via the CDC contracted Wage Bureau as described in Annexures H attached to these Bills of Quantities.</p> <p>6.2.2 'The contractor shall provide for the administration of payment to seconded hourly paid employees for the full duration of the contract via the CDC contracted Wage Bureau as described in Annexures H attached to these Bills of Quantities.</p> <p>6.2.3 'The Contractor shall provide for tool allowances for shutter hands Grades 1, 2 &amp; 3 every 6 months for the full duration of the contract as described in Annexures H attached to these Bills of Quantities.</p> <p>6.2.4 'The Contractor shall provide for a Zone Bonus upon demobilization, for all hourly paid employees employed on the Site as described in Annexures H attached to these Bills of Quantities.</p> <p>6.2.5 'The Contractor shall provide for a Limited Duration Contract Employee's Completion Benefit upon operational requirement demobilization, for all hourly paid employees employed on the Site as described in Annexures H attached to these Bills of Quantities.</p> <p>6.2.6 'The Contractor shall provide for learnerships and training.'</p> <p>6.2.7 'The Contractor shall provide for annual leave, annual bonus and sick leave payments for workers.'</p> <p>6.2.8 'The Contractor shall provide for SEZ attendance bonus.</p>
<b>Sub-Clause 6.11</b>	<p><b>Sub-Clause 6.11 – Disorderly Conduct</b></p> <p><b>Delete the full stop and add the following:</b></p> <p>“and shall indemnify and hold the Client and Engineer harmless against and from all damage, losses and expenses (including legal fees and expenses) resulting from any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel”.</p>



Clause No	Description
Sub-Clause 8.1	<p><b>Sub-Clause 8.1 – Commencement of Work</b></p> <p>(i) <b>Replace paragraph one with</b> “The Commencement of Works shall be the lesser of 28 days after approval by the Client of the Contractor's health and safety manual and environmental method statements, or 42 days after the date of delivery of the Letter of Acceptance.”</p> <p>(ii) <b>In the second line, of the second paragraph, between 'Date', and 'and', insert</b> 'but within the period stated in the Appendix to Tender subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof and environmental method statements.”</p>
Sub-Clause 8.3	<p><b>Sub-Clause 8.3 – Programme</b></p> <p><b>Add the following after Sub-Clause 8.3 (k) (v)</b></p> <p>(l) “A baseline or target bar representing the initial agreed construction programme. The baseline will be frozen for the duration of the construction period, subject to agreed amendments, and will indicate the contractual completion date.</p> <p>(m) A current bar equivalent to the baseline upon commencement, but which will be subject to adjustment due to progress and other factors.</p> <p>(n) All milestone activities for all major events in the programme, including dependencies on factors external to the project, or which are to be arranged by the Engineer or Client.</p> <p>(o) All linkages between activities, to fairly represent the logic of construction. Start dates of activities should be determined by preceding activities as far as possible. Where start dates are determined by factors external to the project these are to be shown as milestones with imposed start dates and the source and reasons are to be documented.</p> <p>(p) Resourcing of major activities, where resourcing is critical to the duration.</p> <p>(q) A logical and reasonable Work Breakdown Structure for the grouping of activities.</p> <p>(r) The critical path of the programme. The critical path must be demonstrable in terms of good planning practice, and is not to be manipulated by constraints imposed on activities.</p> <p>(s) An earned value table and graph, derived from the programme, representing the projected value of work to be completed in each payment period”.</p> <p>(t) Production rates for all items. Any other information as specified in the document to be provided by the Contractor.”</p>



Clause No	Description
Sub-Clause 8.5	<p><b>Sub-Clause 8.5 – Extension of Time for Completion</b></p> <p><b>Add the following at the end of Sub-Clause 8.5:</b></p> <p>To provide for these normal weather conditions the allowance to be made by the Contractor in his programme for actual and consequential weather delays will be given in the relevant table in the specifications.</p> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the Works, he shall notify the Engineer in writing. The submission shall be made within two calendar days of the resumption of work.</p> <p><b>Sub-Clause 8.5 – Extension of Time for Completion (Continued)</b></p> <p>The Engineer shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days (over the full contract period) upon which work on the critical path items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the Time for Completion of the Works.</p> <p>Delays over and above these allowed for (the allowance being the sum of the days allowed for over the Time for Completion of the phase in question), whether actual or consequential due to such abnormal weather which may occur, will not automatically entitle the Contractor to an extension of time for the completion of the affected phase/s.</p> <p>Only under justifiable circumstances will such extension of time be granted. Such extension will be granted at the discretion of the Engineer who shall obtain the approval of the Client.</p> <p>Application for such extension of time shall be made in writing by the Contractor to the Engineer. The application shall set out in detail the particulars of such delays”.</p>
Sub-Clause 8.8	<p><b>Sub-Clause 8.8 – Delay Damages</b></p> <p><b>After the second paragraph add the following new paragraph:</b></p> <p>“If a Taking Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced in accordance with the provisions of Sub-Clause 10.2”.</p>
Sub-Clause 11.3	<p><b>Sub-Clause 11.3 – Extension of Defects</b></p> <p><b>Notification Period</b></p> <p><b>Add the following new Sub-Clause:</b></p> <p>Extension of Defects</p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
	<p>Notification Period</p> <p>"The latent defects liability period shall commence at the Commencement of the Works and end five (5) years from the date of Time for Completion where Time for Completion in terms of 8.2 or 8.5 is achieved. Defects that appear up to the date of Time for Completion or Extended Time for Completion shall be addressed in terms of 10.1, 10.2, 8.2 and 8.5."</p>
<b>Sub-Clause 12.2</b>	<p><b>Sub-Clause 12.2 – Method of Measurement</b></p> <p><i>In Sub-Clause a, between the words 'Works' and 'and' add the words:</i></p> <p>'built into its final position in the Works'</p>
<b>Sub-Clause 12.3</b>	<p><b>Sub-Clause 12.3 – Valuation of the Works</b></p> <p><i>Replace Sub-Clause 12.3(b)(i):</i></p> <p>"(b)(i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the bill of quantities or other schedule"</p> <p><i>Replace Sub-Clause 12.3(b)(ii):</i></p> <p>"(b)(ii) this change in quantity multiplied by such specified rate for this item exceeds 0,1% of the Accepted Contract Amount."</p>
<b>Sub-Clause 13.1</b>	<p><b>Sub-Clause 13.1 – Right to Vary</b></p> <p><i>Replace the following: "Each variation will include":</i></p> <p><i>In Sub-Clause 13.1(i) delete the words in parenthesis and replace with "No change in the quantity of any work scheduled, where such change is not the result of a Variation Order in terms of this Sub-Clause but is the result of changes to the quantities stated in the Bill of Quantities, shall be deemed to be a Variation to which this Sub-Clause applies."</i></p> <p><i>Add the following after Sub-Clause 13.1(vii):</i></p> <p>"(viii) an estimated cost for the variation".</p>



Clause No	Description
Sub-Clause 13.3	<p><b>Sub-Clause 13.3 – Variation Procedure</b></p> <p><b>Under 13.3.1</b></p> <p><b>Delete</b> “28 days” <b>in the second paragraph and replace with</b> “within a period of 14 days or such extended time as agreed by the Parties”.</p> <p><b>Add the following new sub-clause: 13.3.3</b></p> <p>The Engineer shall obtain the Employer's approval before issuing an instruction to execute a Variation (herein referred to as a Variation Order) if so required by the Employers Change Control Procedure.</p> <p><b>Add the following new sub-clause: 13.3.4</b></p> <p>No expenditure shall be incurred under a Contingency Allowance without the written approval on the Employer.'</p>
Sub-Clause 13.4	<p><b>Sub-Clause 13.4 – Provisional Sums</b></p> <p><b>Amend 13.4 (b) as follow, In the third line, delete the semi-colon between the words "otherwise" and "and" and insert</b> “and including items for which a Prime Cost Sum has been provided in the Bill of Quantities”.</p>
Sub-Clause 13.5	<p><b>Sub-Clause 13.5 – Day work</b></p> <p><b>Delete the second sentence in the second paragraph and replace with:</b></p> <p>“The following procedure shall apply”</p> <p><b>Add the following after the last paragraph of this Sub-Clause:</b></p> <p>“The work shall be valued in accordance with the Day work Schedule included in the Contract or, in the absence of a Day work Schedule or for items not included in the Day work Schedule the Contractor shall be paid the aggregate of</p> <ul style="list-style-type: none"> <li>(i) the gross remuneration of the workmen and any of the foremen for the time they are actually engaged on the work concerned,</li> <li>(ii) the net cost of the materials actually used,</li> <li>(iii) the percentage allowances stated in the Appendix, which allowance shall be held to cover all charges for the Contractor's and Subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools, and an amount in respect of Constructional Plant which shall be charged on a time basis at the rates stated in the Tender, failing which at rates to be agreed between the Contractor and the Engineer or, failing agreement, to be determined by the Engineer on the basis of ruling plant hire rates.</li> </ul>



Clause No	Description
Sub-Clause 13.7	<p><b>Sub-Clause 13.7 – Adjustments for Change of Cost</b></p> <p>The amounts payable to the Contractor <b>shall not</b> be adjusted. CPA is not applicable on this contract.</p>
Sub-Clause 14.3	<p><b>Sub-Clause 14.3 – Application for Interim Payment Certificates</b></p> <p>(i) <b><i>In 14.3 (c) delete the fourth and fifth lines</i></b> “which shall include the report on the progress during the month in accordance with Sub-Clause 4.20 (Progress Reports)”</p> <p><b>Sub-Clause 14.3 – Application for Interim Payment Certificates (Continued)</b></p> <p>(ii) <b><i>Add the following to paragraph (iii) of this Sub-Clause:</i></b></p> <p>“If, as stated in the Appendix to Tender, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an Insurance Company or Bank in the form approved by the Client.</p> <p>The said Company or Bank shall be registered or licensed to do business in the Republic of South Africa and shall have an Office and Banking Facility in the Republic of South Africa and shall be subject to approval by the Client.</p> <p>The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Client, which amount shall be as stated in the Appendix to Tender.</p> <p>Other conditions, if any, additional to the above standard conditions shall be as stated in the Appendix to Tender.</p> <p>The guarantee shall expire 28 days after the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Client) becomes payable to the Contractor.</p> <p>The guarantee shall be returned upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”</p>
Sub-Clause 14.7	<p><b>Sub-Clause 14.7 – Payment</b></p> <p><b><i>Delete paragraphs (a), (b), (c) and the final paragraph and replace with:</i></b></p> <p>(a) “The amount certified in each interim Payment Certificate within 30 days after the Employer receives this Payment Certificate.”; and</p> <p>(b) The amount certified in the Final Payment Certificate within 30 days after the Employer receives this Payment Certificate.”</p>
Sub-Clause 14.8	<p><b>Sub-Clause 14.8 – Delayed Payment</b></p> <p><b><i>Delete the second paragraph and replace with:</i></b></p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
	"These financing charges shall be at the rate as prescribed in terms of the Prescribed Rate of Interest Act No 55 of 1975."
<b>Sub-Clause 14.10</b>	<b>Sub-Clause 14.10 – Statement at Completion</b> <i>In the first line of the first paragraph change "84 days" to "30 days"</i>
<b>Sub-Clause 14.11</b>	<b>Sub-Clause 14.11 – Final Statement</b> <b>14.11.1 Change "56 days" to "30 days"</b>
<b>Sub-Clause 16.1</b>	<b>Sub-Clause 16.1 – Suspension by Contractor</b> <b>In the second paragraph of this sub-clause change</b> <b>"21 days" to "14 days".</b>
<b>Sub-Clause 18.1</b>	<b>Sub-Clause 18.1 – Exceptional Events</b> <b>Under (c), add the following:</b>  "unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Appendix to Tender that the Contractor is to effect insurance against these risks".
<b>Sub-Clause 19.1</b>	<b>Sub-Clause 19.1 – General Requirements</b> <b>Replace the above clause with the following:</b> <b>"19.1.1 Insurance Effectuated by the Client.</b>  19.1.1.1 Without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Client shall effect and maintain as appropriate the following insurances which are subject to the terms limits exceptions and conditions of the Policy:  a) <b>CONTRACT WORKS</b> Insurance - which will provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works.  b) <b>SASRIA SPECIAL RISKS</b> Insurance - in respect of riot and associated risks of damage to the Works, Temporary Works and materials intended for incorporation in the Works.  c) <b>PUBLIC LIABILITY</b> Insurance - which will provide indemnity against legal liability of the Client or the Contractor in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the



Clause No	Description
	<p>contract and occurring during the period of insurance with a limit of indemnity of not less than the amount specified in the Appendix in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>19.1.1.2 The Client shall pay any premium due in connection with the insurance effected by the Client.</p> <p>19.1.1.3 The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Client. The Client reserves the right to call for full information regarding insurance costs included by the Contractor.</p> <p>19.1.1.4 Any further clarification of the scope of cover provided by the Policies arranged by the Client should be obtained from the Client.</p> <p>19.1.1.5 In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Client the Contractor shall:</p> <ul style="list-style-type: none"> <li>a) in addition to any statutory requirement or other requirements contained in the Contract within 24 hours notify the Client by telephone followed by written notification or telefax giving the circumstances, nature and an estimate of the loss or damage or liability complete a Claims Advice Form available from the Client to whom the form must be returned within 7 days.</li> <li>b) negotiate the settlement of claims with the Insurers through the Client's Insurance Brokers and shall when required to do so obtain the Client's approval of such settlement.</li> </ul> <p>The Client and Insurers shall have the right to make all and any enquiries on the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.</p> <p>19.1.1.6 The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Subcontractors under the insurances effected by the Client.</p> <p>Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.</p> <p>The maximum Deductibles (First Amount Payable) for open trenches and road layer works claims for which Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences</p>



Clause No	Description
	<p>attributable to one source or original cause giving rise to loss or damage or liability indemnifiable shall be as follows:</p> <p><b>CONTRACT WORKS (OPEN TRENCH LIMITATION)</b></p> <p>In respect of loss or damage arising in the event of a 1,000 meter long trench limitation being exceeded in respect of any one contract then the deductible shall be as follows:</p> <p>Exposed length exceeding 1,000 meters but not exceeding 2,500 meters - additional deductible 15.00% of loss; minimum R25,000.00</p> <p>Exposed length exceeding 2,500 meters but not exceeding 5,000 meters - additional deductible 15.00% of loss; minimum R50,000.00</p> <p>In respect of loss or damage to trench exposed by the Insured exceeding 5,000 meters in length the Insurers shall only be liable for amounts associated with a maximum of 5,000 meters of such exposed trench</p> <p><b>CONTRACT WORKS (OPEN BASE COURSE SUB-BASE COURSE OR LAYER WORKS LIMITATION)</b></p> <p>In respect of loss or damage arising in the event of a 10,000 square meters open base course sub-base course or layer works limitation being exceeded in respect of any one contract then the deductible shall be as follows:</p> <p>Exposed base course sub-base course or layer works exceeding 10,000 square meters but not exceeding 25,000 square meters -additional deductible 15.00% of loss; minimum R25,000.00.</p> <p>Exposed base course sub-base course or layer works exceeding 25,000 square meters but not exceeding 50,000 square meters -additional deductible 15.00% of loss; minimum R50,000.00</p> <p>In respect of loss or damage to base course sub-base course or layer works exposed by the Insured exceeding 50,000 square meters the Insurers shall only be liable for amounts associated with a maximum of 50,000 square meters of such exposed base course sub-base course or layer works</p> <p>19.1.1.7 Any amount which becomes payable to the Contractor or any of his Subcontractors as a result of a claim under the Contract Works Insurance shall if required by the Client be paid net of the Deductible to the Client who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.</p>



Clause No	Description
	<p>In respect of any amount which becomes payable as a result of a claim under the Public Liability Insurances the Contractor or his Subcontractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.</p> <p><b>19.1.2 Insurance Effected by the Contractor.</b></p> <p>19.1.2.1 The Contractor and Subcontractor shall where applicable provide as a minimum the following:</p> <ul style="list-style-type: none"> <li>a) Insurance of Contractor's and Engineer's equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.</li> <li>b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended.</li> <li>c) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Client that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Client having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.</li> <li>d) Where design work is undertaken by or on behalf of the Contractor the Contractor shall satisfy the Client that Professional Indemnity Insurance in respect of liability arising from any act omission or neglect in such design work has been arranged. The limit of indemnity under this insurance shall be two times the professional fee. This insurance shall remain in force after completion of this Contract for a period of three years</li> </ul> <p>19.1.2.2 The insurances to be provided by the Contractor and his Subcontractor shall be effected with Insurers and on terms approved by the Client (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the Client the relevant Policy or Policies of Insurance.</p> <p>19.1.2.3 In the event that the Contractor or his Subcontractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Client in writing of such cancellation or restriction and shall advise what action the Contractor or his Subcontractor will take to remedy such action.</p>



Clause No	Description
	<p>If the Contractor fails to effect and keep in force the insurances referred to then the Client may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Client from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p> <p><b>19.1.3 Sub-Contractors</b></p> <p>The Contractor shall:</p> <p>a) ensure that all potential and appointed Subcontractors are aware of the whole contents of clause 19.1.2, and enforce the compliance by Subcontractors with this clause where applicable.</p> <p>”</p>
Sub-Clause 19.2.4	<p><b>Sub-Clause 19.2.4 –Injury to Persons and Damage to Property</b></p> <p><b><i>Amend the third paragraph as follows:</i></b></p> <p>(i) In the last line, after the word “amount”, insert “(if any)”</p> <p><b><i>Delete the last sentence.</i></b></p>
Sub-Clause 19.2.6	<p><b>Sub-Clause 19.2.6 – Other insurances required by Laws and by local practice</b></p> <p><b><i>Add the following paragraph at the end:</i></b></p> <p>“The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993)”.</p>
Sub-Clause 18.1	<p><b>Sub-Clause 18.1 – Exceptional Events Affecting Subcontractors</b></p> <p><b>Add this Sub-Clause as follows:</b></p> <p>(g) “In the event that a Contractor is prevented from performing any of his obligations under the Contract as a result of Force Majeure which prevented a Supplier from meeting its obligations to supply the Contractor or his Subcontractors the Contractor shall not be entitled to any relief under this Clause.”</p>



Clause No	Description
<p><b>Sub-Clause 21.1</b></p>	<p><b>Sub-Clause 21.1 – Constitution of the DAAB <i>Replace Sub-Clause 21.1 heading with:</i></b></p> <p>“Sub-Clause 21.1 Appointment of Mediator”</p> <p><b><i>Delete the entire Sub-Clause 21.1 and substitute with the following:</i></b></p> <p>“Disputes shall be mediated by a Mediator in accordance with Sub-Clause 20.4 (Obtaining the Mediator’s Opinion). The Parties shall jointly appoint a Mediator to resolve any dispute. If the Parties do not agree otherwise, the Mediator shall comprise of three persons. Where the dispute is submitted to Mediation, the following shall apply:</p> <p>21.1.1The Parties shall agree on and appoint the Mediator within ten (10) working days of the date on which the dispute was declared. Whether or not the mediation resolves the dispute, the Parties shall bear their own costs concerning the mediation and share the costs of the Mediator and related cost equally.</p> <p>21.1.2The Mediator shall agree the procedures, representation and dates for the mediation process with the Parties. The Mediator may meet the Parties together or individually to help reach a settlement.</p> <p>Where the Parties reach settlement of the dispute or any part thereof, the Mediator shall record such agreement and on signing thereof by the Parties, the agreement shall be final and binding.”</p>
<p><b>Sub-Clause 21.2</b></p>	<p><b>Sub-Clause 21.2 – Failure to Appoint DAAB Member(s) <i>Replace Sub-Clause 21.2 heading with:</i></b></p> <p>“Sub-Clause 21.2 Failure to Agree on the Mediator”</p> <p><b><i>Delete the entire Sub-Clause 21.2 and substitute with the following:</i></b></p> <p>“Should the Parties fail to agree on the appointment of the mediator, the Chairman of the Association of Arbitrators (South Africa) shall appoint the Mediator on request of any of the Parties”</p>

Clause No	Description
Sub-Clause 21.4	<p><b>Sub-Clause 21.4 – Obtaining DAAB’s Decision <i>Replace Sub-Clause 21.4 heading with:</i></b></p> <p>“Sub-Clause 21.4 Obtaining the Mediator’s Opinion”</p> <p><b><i>Amend Sub-Clause 21.4 as follows:</i></b></p> <p>“In the first paragraph, 4th line, replace reference to “DAB for its decision” to read “Mediator for its opinion”.</p> <p><b><i>Delete the second paragraph and replace with</i></b> “For a 3 person mediation tribunal, the Mediator shall be deemed to have received such reference on the date when it is received by the chairman of the mediation tribunal.</p> <p><b><i>Amend the third paragraph first and second sentence by</i></b> replacing the references to “DAB” with references to “Mediator” and first sentence reference to “decision” to read “opinion”.</p> <p><b><i>Amend the fourth paragraph first sentence by</i></b> replacing the references to “DAB” with references to “Mediator” and first and second sentence references to “decision” to read “opinion”.</p> <p><b><i>Amend the fifth paragraph first and second sentences by</i></b> replacing the references to “DAB’s” with a references to “Mediator’s” and references to “decision” to read “opinion” and in the second sentence by replacing the reference to “DAB” with reference to “Mediator”.</p> <p><b><i>Amend the sixth paragraph second sentence by</i></b> replacing the reference to “Dispute Adjudication Board’s Decision” with the reference to “Mediator’s Opinion” and reference to “Dispute Adjudication Board’s” with the reference to “Mediator’s”.</p> <p><b><i>Amend the seventh paragraph first sentence by</i></b> replacing the references to “DAB” with references to “Mediator” and references to “decision” to read “opinion”.</p>
Sub-Clause 21.7	<p><b>Sub-Clause 21.7 – Failure to Comply with DAAB’s Decision <i>Replace Sub-Clause 21.7 heading with:</i></b></p> <p>“Sub-Clause 21.7 Failure to Comply with the Mediator’s Opinion”</p> <p><b><i>Amend Sub-Clause 21.7 as follows:</i></b></p> <p>Amend the first paragraph sentence by replacing the reference to “Dispute Adjudication Board’s” with the reference to “Mediator’s”.</p> <p>Amend the first paragraph sentence by replacing the reference to “DAB’s” with reference to “Mediator’s”.</p> <p>Amend the second paragraph by replacing the reference to “Dispute Adjudication Board’s” with the reference to “Mediator’s”.</p>
Sub-Clause 21.8	<b>Sub-Clause 21.8 – No DAAB In Place Delete this Sub-Clause.</b>

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



Clause No	Description
New Sub-Clause 22.0	<p data-bbox="495 430 1339 462"><b>Sub-Clause 22.0 – Labour-Intensive Methods and Requirements</b></p> <p data-bbox="495 472 966 504"><b><i>Add the following new Sub-Clause:</i></b></p> <p data-bbox="495 514 1487 640">The Contractor's attention is drawn to the fact that this is a labour intensive contract and the contractor is to utilise Labour - Intensive Methods where ever possible. All requirements of the aforementioned are to be priced hereunder and no additional claims in this regard will be entertained.</p>

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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### **C1.3 GENERAL CONDITIONS OF CONTRACT**

#### **C1.3.1 PERFORMANCE GUARANTEE**

Brief description of Contract: **CONSTRUCTION OF BULK WATER SERVICES TO THE COEGA SEZ – PHASE 1**

Name and address of Beneficiary, Coega Development Corporation (Pty) Ltd  
Corner Alcyon Road & Zibuko Street, Zone 1, Coega SEZ, GQEBERHA, 6100  
Private Bag X6009, GQEBERHA, 6000

(whom the Contract defines as the Client).

We have been informed that ..... (hereinafter called the "Principal") is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (*name of bank*) ..... hereby irrevocably undertake to pay you, the Beneficiary/Client, any sum or sums not exceeding in total the amount of ..... (the "guaranteed amount", say: .....) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the Principal is in breach.

Following the receipt by us of an authenticated copy of the taking-over certificate for the whole of the works under clause 10 of the Main Contract, such guaranteed amount shall be reduced to 25% of the above guaranteed amount and we shall promptly notify you that we have received such certificate and have reduced the guaranteed amount accordingly.

Any demand for payment must contain your directors' signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*)..... (The "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of South Africa.

Date ..... Signature(s)

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**C1.3.2 AGREEMENT IN TERMS OF OHS ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between Coega Development Corporation (Pty) Ltd (hereinafter called "the Employer") of the one part,  
herein represented by  
  
in his capacity as .....  
and .....  
(hereinafter called "the Mandatory") of the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz “**CONTRACT NO. CDC/158/26 – CONSTRUCTION OF BULK WATER SERVICES TO THE COEGA SEZ – PHASE 1**” and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Mandatory shall execute the work according to the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Principal Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Performance Certificate issued in terms of Sub-Clause 11.9 of the Conditions of Contract (FIDIC 2017), as contained in Contract Data of the Contract Documents pertaining to this Contract, or
  - (b) the date of termination of the Contract in terms of Clauses 15, 16 or 17 of the Conditions of Contract (FIDIC 2017).
  - (c) the date of termination of the Contract by whatever means
3. The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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- (i) Section 8 : General duties of employers to their employees;
  - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
  - (iii) Section 37 : Acts or omissions by employees or mandatories, and
  - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and all their subcontractors.
4. The Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment according to the Act.
5. The Mandatory is responsible for compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Employment Labour as well as to the Employer.
  - (c) The Employer will further be provided with copies of all written documentation Relating to any incident
  - (d) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.



COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



**C1.3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OHS ACT (85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ..... 202.....,  
Mr/Ms ..... whose signature  
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

.....  
SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS: 1 ..... 2.....

NAME (in capitals): 1 ..... 2. ....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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**C1.4 SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**SUBJECT**

Details

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**SUBJECT**

Details

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**SUBJECT**

Details

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By the duly authorised representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

COEGA DEVELOPMENT CORPORATION (PTY) LTD  
CONTRACT No. CDC/158/26  
CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ



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 bidder of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER:**

Signature(s) .....  
Names .....  
Capacity .....  
.....  
(Name and address of organization)

Name and  
signature of  
witnesses ..... Date.....  
..... Date.....

**FOR THE EMPLOYER:**

Signature(s) .....  
Names .....  
Capacity .....  
Coega Development Corporation (Pty) Ltd  
Corner Alcyon and Zibuko Street, Coega SEZ Zone 1  
Gqeberha, 6001

Name and signature  
of witnesses ..... Date.....  
..... Date.....

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ

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**PART C2: PRICING DATA**



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## **C2.1 PRICING INSTRUCTIONS**

### **1. GENERAL**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

Descriptions in the Schedules of Quantities are abbreviated and comply generally with those in the Applicable SANS 1200 Standardised Specifications Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities set out in the Schedules of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made according to the actual cost of these works, quotations will be provided by the Contractor for approval prior to executing such works. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The bidder shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Schedule of Quantities and the Summary of the Schedule of Quantities



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unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the bidder to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

## **5. PRICING OF THE SCHEDULE OF QUANTITIES**

The prices and rates to be inserted by the bidder in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the respective items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the bidder, except the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the bidder will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The bidder shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The bidder shall however note that in terms of the Tender Data, the bidder may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Schedule of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added to the summary of the Schedule of Quantities.



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**6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the bidder.

**7. ARITHMETICAL ERRORS**

Arithmetical errors found in the Schedule of Quantities as a result of faulty multiplication or addition will be corrected by the Quantity Surveyor at the tender evaluation stage.

**8. UNIT OF MEASUREMENT**

The units of measurement described in the Schedule of Quantities are metric units for which the standard international abbreviations are used. Abbreviations, which may appear in the Schedule of Quantities, are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov sum	=	Provisional sum
m	=	Meter
m <sup>2</sup>	=	Square Meter
m <sup>3</sup>	=	Cubic Meter
t	=	Ton
kg	=	Kilogram
L	=	Litre
lot	=	Lot (complete)
Month	=	Month
ML	=	Mega litres



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**Note to Quantity Surveyor**

Failure, by the Bidder, to price the items indicated below individually or per item will result in the Tender being deemed non-responsive. The legal requirements contemplated in the Construction Regulations (CR) 5(1)(g):

*“A Client must ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures”* and CR 5(1)(h)

*“A client must ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely”*

Shall apply and will be used to motivate the disqualification of the Tender. The contractor’s attention is further drawn to Section 41 of the **Occupational Health and Safety Act and Regulations, (Act 85 of 1993): This Act is not affected by agreements.**

*Subject to the provisions of Sections 10 (4) and 37 (2), a provision of this Act or a condition specified in any notice or direction issued there under or subject to which exemption was granted to any person under Section 40, shall not be affected by any condition of any agreement, whether such agreement was entered into before or after the commencement of this Act or before or after the imposition of any such condition, as the case may be.*

**Note to Principal Contractor**

Prior to pricing the principal contractor **must familiarise him/herself** with the **Occupational Health and Safety Act and Regulations, (Act 85 of 1993), Construction Regulations 2014, other relevant Regulations and Standards as well as project-specific Safety, Health & Environmental Specifications.**

**Note to Principal Contractor and Quantity Surveyor**

After pricing the Health and Safety Schedule of Quantities, the **Contractor** must sign the **Certificate of Acquaintance** as evidence that he is up to date regarding the contents, obligations and demands of the **Occupational Health and Safety Act and Regulations, (Act 85 of 1993), Construction Regulations 2014, other relevant Regulations and Standards as well as project-specific Safety, Health, and Environmental Specifications.** Failure, by the Bidder, to sign the Certificate of Acquaintance may result in the Tender being deemed non-responsive.

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2 OF THE COEGA SEZ



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**C2.2 CERTIFICATE OF ACQUINTANCE WITH TENDER DOCUMENTS**

Name of Company \_\_\_\_\_

I/We \_\_\_\_\_

*Hereby certify that I/we acquainted ourselves with the Health and Safety Act 85 of 1993 as well as the Construction Regulations, 2014 and all conditions contained herein as laid down by the State for the carrying out of construction work for which I/We submit our response.*

*I/We further agree that the State shall recognise no claim from me/us for relief based on allegations that I/We overlooked any tender requirements or failed to take into account the purpose of completing the documentation as required.*

Signed at \_\_\_\_\_ On this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

WITNESS (signature)

\_\_\_\_\_

NAME IN BLOCK LETTERS

\_\_\_\_\_

*For and on behalf of Contractor*

\_\_\_\_\_

Contractor Signature

\_\_\_\_\_

ID of Signatory

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CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE

2 OF THE COEGA SEZ

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### **C2.3 PRICING SCHEDULE**

COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/158/26

CONSTRUCTION WORKS FOR EXPANSION OF THE WEIDPLAS FACILITY IN ZONE  
2 OF THE COEGA SEZ

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