



• right PLACE • right TIME • right CHOICE

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Coega Development Corporation, Private Bag X6009, Port Elizabeth, 6000, South Africa
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ISO 9001:2015 ISO 14001:2015 ISO 45001:2018 ISO 20000-1:2011 ISO 27001:2013

BOSHARD CONSTRUCTION (PTY) LTD

2 Vlok Street

Beacon Valley, Parow

Cape Town

Date : 17 January 2020

Ref No : LET-CDCS-LET-002-20

E-mail: hunter@boshard.co.za

For Attention: Mr. G. Hunter

Dear Sir

CONTRACT NO CDC/362/19 FOR THE STRUCTURAL REPAIRS AND CIVIL WORK TO THE OLD ASSEMBLY CAPE STORES- LETTER OF APPOINTMENT

The Coega Development Corporation (Pty) Ltd ("CDC") has pleasure in advising your company of the approval of your tender offer for the abovementioned Contract by the CDC Procurement Committee and the Executive Management.

The CDC hereby accepts your tender offer to the tendered amount of R 13,530, 634-00 (Thirteen million, Five hundred and thirty thousand, Six hundred and thirty four rand only) inclusive of contingencies, provision for escalation and Value Added Tax (VAT) **subject** to the following conditions:

1. Written acceptance of this appointment;
2. Submission of Surety/Guarantee within fourteen (14) days from the date of this letter conforming to the required pro-forma provided for in the Contract Document;
3. Submission of all required insurances for the Contract works, Public Liability and SASRIA (Contractor's All Risk Insurance) as prescribed in the Contract Data within fourteen (14) days from the date of this letter;
4. Submission of a detailed construction programme for the purpose of the works must be provided within fourteen (14) days from the date of this letter to demonstrate your ability to complete the contract timeously together with a detailed accurate cash flow depicting the expected expenditure for this Contract;
5. Of critical importance is for your company to submit all required documentation for State Security Clearance as outlined in the Contract within five (5) working days from receiving this letter. The CDC does understand that not all information for all subcontractors can be submitted to this stage but key personnel designated for the project particulars must be submitted. Your

Directors: Dr. P. Jourdan (Chairperson); A. Mjekula (Deputy Chairperson); M. Silinga (CEO); S. Khan; B. Mdyesha; P. Xuza; N. Mtembu; Dr. M. Mnyande; M. Sogoni; M. Mququ

Company Secretary: M. Mbina
Registration No.: B2003891/07



company's full co-operation will also be required to ensure that this security clearance application process is efficiently managed as to not delay the site hand over for commencement of the works; and

6. Submission of your Health & Safety file, risk assessments, mandatory legal appointments, Letter of Good Standing, etc for fully compliance with the requirements of the Construction Regulations and the Occupational Health and Safety Act.

Please find the duly signed Form of Offer and Acceptance and Schedule of Deviations confirming the acceptance of your tender which is a binding agreement.

The contractual Commencement Date in terms of Clause 15.3 in the Contract Data will be confirmed upon complying with all the stipulated requirements. Once the required State Security Clearances and Construction Permit have been obtained, the Employer can then only give right of access to the Site for commencement of the works.

A formal kick-off meeting will be scheduled in due course at an agreed date which suit all parties.

The Contract period is 12 (twelve) months inclusive of all the December builder's holidays as stipulated in the Contract Data.

Kindly note that Mr Liwalethu Mondisi is the CDC Project Manager assigned for this Contract, and all further correspondence should be directed to him at liwalethu.mondisi@coega.co.za.

The CDC is looking forward to a healthy working relationship with your company in the execution of this Contract which will be mutually beneficial to both parties.

Yours faithfully



Ms Zine Mtanda

Acting Unit Head: Supply Chain Management

Coega Development Corporation

Copies to:

- | | |
|-----------------|--|
| Thembeke Kolele | - DPWI Projects Director |
| Rudi Langhans | - DPWI Chief Constructions Project Manager |
| Christo Beukes | - CDC Project Manager |
| Menzi Mbina | - Unit Head: Legal Services |





COEGA DEVELOPMENT CORPORATION (PTY) LTD

CONTRACT No. CDC/362/19

STRUCTURAL REPAIRS AND CIVIL WORK TO THE OLD ASSEMBLY CAPE STORES

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.

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The Tenderer, 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 tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer 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 in accordance with the conditions of contract identified in the contract data.

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

THIRTEEN MILLION FIVE HUNDRED AND THIRY THOUSAND SIX HUNDRED AND THIRY FOUR RAND -

R 13 530 634 - 00 Rand (in words);
(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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity for the Tenderer

Name and signature of witness

CIDB Registration No:

GAVIN HUNTER

JOINT M/DIRECTOR

BOSHARD CONSTRUCTION - 2 VLOK STREET

(Name and address of organisation) BEACONVALE PAROW 7500

LAUREN

Date 22/10/2019

111099

BOSHARD CONSTRUCTION (PTY) LTD
2 VLOK STREET, BEACONVALE, 7500
P.O. BOX 1545, PAROW, 7499
TEL: 021 931 8224
FAX: 021 931 1554
E-MAIL: info@boshard.co.za



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ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- 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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer 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 in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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)

THEMBA KOZA

Capacity for the Employer

Programme Director

(Name and address of organisation)

Name and signature of Witness

Date

17 Jan . 2020



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 tenderer'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

SUBJECT
Details

SUBJECT
Details

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Details

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By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from 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 tenderer and the employer during this process of offer and acceptance.

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



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FOR THE TENDERER:

Signature(s)

Names

Capacity

(Name and address of organization)

Name and signature of witness

Date.....

FOR THE EMPLOYER:

Signature(s)

Names

Capacity

Coega Development Corporation (Pty) Ltd
11th Floor South African Reserve Bank Building
60 St Georges Mall
Cape Town
8001

Name and signature of witness

Date 17 Jan 20.20