

# INDEPENDENT DEVELOPMENT TRUST

## TERMS OF REFERENCE (TOR) FOR THE PROCUREMENT OF A CONSORTIUM / MULTI-DISCIPLINARY OF PROFESSIONAL SERVICES CONSISTING OF:

1. CIVIL ENGINEERING
2. MECHANICAL ENGINEERING, AND
3. HEALTH AND SAFETY SERVICES

## FOR THE REFURBISHMENT OF COMMUNITY LEARNING CENTRE EERSTE RIVIER (CLC) IN THE WESTERN CAPE PROVINCE

### BID DOCUMENT

**Bid No: DHET01WCAN001-PSP01-CONSORTIUM / MULTI-DISCIPLINARY**

#### BIDDER'S INFORMATION

(Must be completed by Bidder)

|                   |  |
|-------------------|--|
| Company Name      |  |
| Contact Person    |  |
| Cell / Tel Number |  |
| Fax Number        |  |
| E-mail Address    |  |
| CSD Number        |  |

**DOCUMENT DATE: 24 JULY 2024**

PREPARED FOR:  
**THE INDEPENDENT DEVELOPMENT TRUST**

IDT Western Cape Regional Office  
14th Floor, Customs House  
Heerengracht Street, Foreshore,  
Cape Town, 8001

**CLOSING DATE AND TIME:** 20 August 2024, 12H00

Email: [dheth01wcan-tenders@idt.org.za](mailto:dheth01wcan-tenders@idt.org.za);

Bid Document to Procure Professional Services. This document contains the Term of Reference, the Bid Data, the Returnable Documents, the Special Condition of Bid and the Contract Data

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USER CLIENT

EMPLOYER

|                                                                                      |            |
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## Part T1: BIDDING PROCEDURES

## **T1.1 TENDER NOTICE AND INVITATION TO SUBMIT PROPOSALS**

### **A CALL FOR A CONSORTIUM / MULTI-DISCIPLINARY OF PROFESSIONAL SERVICE PROVIDERS CONSISTING OF CIVIL ENGINEERING, MECHANICAL ENGINEERING AND HEALTH AND SAFETY SERVICES FOR THE REFURBISHMENT OF EERSTE RIVIER COMMUNITY LEARNING CENTRE IN THE WESTERN CAPE PROVINCE**

Independent Development Trust hereby calls for a consortium / multi-disciplinary of professional service providers to submit proposals for civil engineering, mechanical engineering and health and safety professional services for the refurbishment of Eerste Rivier community learning centre in the Western Cape Province.

All companies forming part of the consortium/ multi-disciplinary shall be CSD registered in compliance with National Treasury Instruction No. 4A of 2016/2017, Central Supplier Database which is also applicable to Public Entities listed in Schedule 2 of the PFMA states as follows:

Proposals will be adjudicated in terms of the Mandatory Requirements and Functionality as follows:

The evaluation of the proposals will be carried out in three phases.

#### **1. PHASE ONE**

##### **1.1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION**

**The SBD forms must be submitted by all companies forming part of the consortium/ multi-disciplinary**

- 1.1.1.Submission of fully completed and signed Invitation to Bid (SBD 1).
- 1.1.2.Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- 1.1.3.Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).

##### **1.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION**

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- 1.2.1.Authority to Sign a Bid.
- 1.2.2.All companies under the consortium/ multi-disciplinary agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.
- 1.2.3. Consortium Agreement Certified by a Commissioner of Oaths (where applicable)..
- 1.2.4.Professional Registration with of at least one director of each company forming part of the consortium/ multi-disciplinary with each respective built environment council (i.e. ECSA, SACPCMP) as a Professional or Professional Technologist. (i.e. to be Pr. CPM, Pr. CHSA, Pr. Engineer / Pr. Engineering Technologist).
- 1.2.5.Valid Professional Indemnity Insurance required for each company forming part of the Consortium or multi-disciplinary entity to be provided.The PI should be from a licenced Financial Services Provider (FSP). Letters of intention from a licenced FSP will not be accepted.On award PI to be amended to cover double the professional fees.Failure to provide a valid PI will disqualify the bid.
- 1.2.6.Valid COIDA or Letter of good standing with the Department of Labour from **all companies** forming part of the consortium or multi-disciplinary. **Not applicable to Sole proprietor companies.**
- 1.2.7.Confirmation of Receipt of Addenda to Bid Documents.
- 1.2.8.Signed Priced Financial Offer.
- 1.2.9.Signed Form of Offer.

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1.2.10. Attendance to the compulsory briefing meeting by at least one representative of a company forming part of the consortium/ multi-disciplinary.

Failure to submit any of the above documents / requirements shall result in disqualification of the bid. (Failure to comply with the criteria stated above shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be received on the tender closing date and time specified on the invitation, fully completed, typed or in black ink (All as per Standard Conditions of Tender and as per the specific condition of this tender document).

**All signatures where required to be in black ink, no electronic signatures will be accepted.**

- (i) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
- (ii) If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid.

## 2. PHASE TWO

| FUNCTIONALITY CRITERIA                                                          | POINTS ALLOCATION |
|---------------------------------------------------------------------------------|-------------------|
| A. Experience of the company on similar projects <b>not older than 10 years</b> | 30 Points         |
| B. Quality of services based on Clients Reference Letter                        | 15 Points         |
| C. Qualifications, Experience and competencies of the key assigned personnel    | 35 Points         |
| D. Methodology and Technical proposal for execution of the project              | 10 Points         |
| E. Company locally based                                                        | 10 Points         |
| <b>TOTAL</b>                                                                    | <b>100 Points</b> |

## 3. PHASE THREE: PREFERENTIAL POINT SYSTEM

Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on an 80/20 (Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.

### 3.1 Specific Goals

In order to claim and be awarded points bidders must submit an original or an original certified copy of the following source documents to be submitted with the Bid:

- Full Central Supplier Database Report

**Since we will be dealing with a consortium/ multi-disciplinary, all companies must submit the abovementioned source documents to claim and be awarded points. Individual calculations will be made per company and the average of specific goals per company will be considered as the consortium/ multi-disciplinary's total awarded points.**

The point related to the IDT Specific Goals will be allocated proportionally as per table below:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| <b>TARGETED GROUP</b>                            |            |
| Women                                            | 6          |
| Youth                                            | 6          |
| People with Disabilities                         | 4          |
| Black People                                     | 4          |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

### 3.2 Pricing

All bidders should note that the IDT has decided to cap fees discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by professional service providers may result in poor delivery of service and non-compliance of services.

**If the bidder offers a fee discount of more than 20% the bidder will be disqualified as part of the risk assessment.**

### STAGE OF AWARD

The following returnable documents shall be submitted together with the tender documents. Validity of this documentation will be verified at the time of award.

1. Proof of Central Supplier Database (CSD) registration.
2. Valid Tax Compliance Letter with a unique pin.

### COMPULSORY TENDER BRIEFING

**A compulsory briefing** meeting will take place on site on the **06 August 2024 at 10h00:**

House Rosendale  
Old Faure Road, Mfuleni,  
Cape Town, 7100

### Followed by a site inspection

Tenderers must sign a compulsory attendance register in the name of the company forming part of the consortium/ multi-disciplinary. Attendance by key personnel forming part of the project team is compulsory. Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register

### AVAILABILITY OF DOCUMENTS

Documents will be available free of charge online from the **30 July 2024** on the following websites:

- Etender – [www.etenders.gov.za](http://www.etenders.gov.za)
- IDT website - [www.idt.org.za](http://www.idt.org.za)

### BIDDERS QUERIES

All queries relating to this bid may be addressed in writing to the e-mail: [dh01wcan-tenders@idt.org.za](mailto:dh01wcan-tenders@idt.org.za); No verbal or telephonic queries will be attended to. Any attempt to verbally contact with the IDT's employee to influence outcome of this tender will lead to disqualification of the bid. All queries should be submitted not later than 13 August 2024. Queries sent after will not be acknowledged. The IDT's response to bid queries will be not later than five (5) calendar days before the closing date.

### CLOSING TIME

The closing time for receipt of tenders is 12:00 Noon on **20 AUGUST 2024**. Tenders shall be submitted at:

"The IDT Western Cape Office Tender Box"

The Physical Address delivery of Tender documents is:

IDT Western Cape Regional Office  
**14th Floor, Customs House**  
Heerengracht Street, Foreshore,  
Cape Town, 8001

Bidders should fill out the tender register at the 14th Floor, Customs House at a time and date the tender is dropped off in the IDT tender box.

**Disclaimer**

- Telegraphic, telephonic, facsimile, email and late tenders **will not be accepted.**
- Requirements for submission, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
- The IDT reserve the right not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.

## CONTACT DETAILS

All bidders must furnish the following particulars and include it in their submission

Name of bidder:

.....

Trading Name

.....

VAT registration number

.....

Tax Clearance Certificate  
submitted

YES / NO

Postal address:

.....

Street address:

.....

Contact Person

Telephone number:

Code

.....

Number

.....

Cellular number:

.....

Facsimile number:

Code

.....

Number

.....

e-Mail address:

.....

## T1.2 BID DATA

### T1.2.1 BACKGROUND

IDT is a Schedule 2 Public Entity governed by the PFMA and other applicable legislative frameworks as well as its Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority.

The mandate of the IDT is to support and add value to the development agenda of government as indicated in the mission statement; ("The IDT, together with strategic partners, will enable poor communities to access resources, recognize and unlock their own potential and continuously improve their quality of life"). In pursuit of this mandate, the IDT primarily operates as a strategic partner in the management, integration and implementation of certain government development programmes.

The IDT has representation in all provinces and is organized on the basis of regional offices. These offices have the authority to go out on bid for goods and services, do an evaluation of proposals received and make recommendations to the national office (in Tshwane) for final approval and appointment.

Copy of IDT's last Annual Report is available on request. Additional information with regards to the structure and functional activities of IDT can be obtained from IDT website ([www.idt.org.za](http://www.idt.org.za)).

Department of Higher Education and Training (DHET) appointed the Independent Development Trust (IDT) as Implementing Agent for the implementation of the Community Education and Training (CET) infrastructure programme, which entails the construction of ten (10) Community Learning Centre in various provinces

Eerste Rivier Community Learning Centre is one of the project allocated under this programme. This project comprises of the refurbishment and upgrade of the building located in House Rosendal, Old Faure Road, Mfuleni, Cape Town 7100 to be converted into a Eerste Rivier Community Learning Centre (CLC) in the Western Cape Province.

## T1.2.2 BID DETAILS

### Bid Data (including special conditions of Bid)

The conditions of bid are the Standard Conditions of Bid as contained in the CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33 refer to [www.cidb.org.za](http://www.cidb.org.za).

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

| Clause number | Bid Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1         | The employer is <b>Independent Development Trust</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.1.2         | <p>The Bid Documents issued by the Employer comprise the following documents :</p> <p><b>Volume 1 - THE BID</b></p> <p><u>Part T1: Bidding procedures</u></p> <p>T1.1 - Tender notice and invitation to bid</p> <p>T1.2 - Tender data</p> <p><u>Part T2: Returnable documents</u></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>Volume 2 - THE CONTRACT</b></p> <p><u>Part C1: Contracts and Contract data</u></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Bid Contract data</p> <p>C1.3 - Special Conditions of Contract</p> <p><u>Part C2: Pricing data</u></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Typing, printing and duplicating work and forwarding charges</p> <p>C2.3 - Travelling and subsistence arrangements and tariffs of charges</p> <p><u>Part C3: Scope of Services</u></p> <p>C3.1 - Professional Service Providers objectives</p> <p>C3.1.2 - Scope of Work &amp; Technical Specifications</p> <p>C3.2 - General Requirements</p> <p>C3.3 - Software application for programming</p> <p>C3.4 - Use of reasonable skill and care</p> <p>C3.5 - Compliance with standards and regulations</p> <p><u>Part C4: Project and Site information</u></p> <p>C4 - Site information</p> <p><u>Part C5: Notes to Bidders</u></p> <p>C5 - Notes to Bidders</p> |

|            |                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.4      | <p><b>Communication and Employer's Agent/ Project Manager</b></p> <p>All communication shall be in the English language.</p> <p>The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.</p>                                                                                                                                                                  |
| F.1.4. (a) | <p>The Employer is the <b>Independent Development Trust (IDT)</b></p> <p>The IDT Western Cape Regional Office:<br/>14th Floor, Customs House<br/>Heerengracht Street, Foreshore,<br/>Cape Town, 8001</p>                                                                                                                                                                                                     |
| F1.4. (b)  | <p><b>The Employer's Representative is</b></p> <p>Name: Mr. Gregory Africa<br/>Email: <a href="mailto:dheth01wcan-tenders@idt.org.za">dheth01wcan-tenders@idt.org.za</a>;</p>                                                                                                                                                                                                                                |
| F1.5.1     | <p><b>The employer's right to accept or reject any tender offer</b></p> <p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection.</p> |
| <b>F2</b>  | <b>Tenderer's Obligations</b>                                                                                                                                                                                                                                                                                                                                                                                |
| F.2.1      | <p><b>Eligibility</b></p> <p>Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT) or the DHET</p>                                                                                                                                                           |

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.1.1 | <p>Bid offers will only be accepted if the bidder has:</p> <p><b>1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION</b></p> <p>1.1.1.Submission of fully completed and signed Invitation to Bid (SBD 1).<br/>1.1.2.Submission of fully completed and signed Bidder's Disclosure (SBD 4).<br/>1.1.3.Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).</p> <p><b>2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION</b></p> <p>Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>2.1.1.Authority to Sign a Bid.<br/>2.1.2.All companies under the consortium/ multi-disciplinary agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.<br/>2.1.3.Professional Registration with of at least one director of each company forming part of the consortium/ multi-disciplinary with each respective built environment council (i.e. ECSA, SACPCMP) as a Professional or Professional Technologist. (i.e. to be Pr. CPM, Pr. CHSA, Pr. Engineer / Pr. Engineering Technologist).<br/>2.1.4.Valid Professional Indemnity Insurance required for each company forming part of the consortium or multi-disciplinary entity to be provided.The PI should be from a licensed Financial Service Providers (FSP). Letter of intention from a licensed FSP will not be accepted. On award PI to be amended to cover double the professional fees.Failure to provide a valid PI will disqualify the bid<br/>2.1.5.Valid COIDA or Letter of good standing with the Department of Labour from all companies forming the part of the consortium/ multi-disciplinary. Not applicable to sole proprietor companies.<br/>2.1.6.Confirmation of Receipt of Addenda to Bid Documents.<br/>2.1.7.Signed Priced Financial Offer.<br/>2.1.8.Signed Form of Offer.<br/>2.1.9.Attendance to the compulsory briefing meeting by least one representative of a company forming part of the consortium/ multi-disciplinary.</p> |
| F.2.7   | <p><b>A compulsory briefing</b> meeting will take place on site <b>06 August 2024 at 10h00:</b></p> <p>House Rosendale<br/>Old Faure Road, Mfuleni,<br/>Cape Town, 7100</p> <p><b>Followed by a site inspection</b></p> <p>Tenderers must sign a compulsory attendance register in the name of the tendering entity. <b>Attendance by key personnel of at least one company forming part of the consortium/ multi-disciplinary is compulsory.</b></p> <p>Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.12   | Alternative offers are not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F.2.13.3 | Parts of each bid offer communicated on paper shall be submitted as an original.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| F.2.13.5 | The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.2.15.1 | <p>Location of IDT bid box:</p> <p>The delivery of Tender documents are:</p> <p style="text-align: center;">IDT Western Cape Regional Office<br/>14th Floor, Customs House<br/>Heerengracht Street, Foreshore,<br/>Cape Town, 8001</p> <p>Bidders should fill out the tender submission register at a time and date the tender is dropped off in the IDT tender box.</p>                                                                                                                                                                                                                    |
| F.2.13.5 | <p><b>Identification details:</b></p> <p>Bid reference number: <b>BID No.: DHET01WCAN001-PSP01-CONSORTIUM/ MULTI-DISCIPLINARY</b></p> <p>Title of Bid: <b>PROCUREMENT OF A CONSORTIUM/ MULTI-DISCIPLINARY OF PROFESSIONAL SERVICES CONSISTING OF</b></p> <p style="text-align: center;"><b>1. CIVIL ENGINEERING,<br/>2. MECHANICAL ENGINEERING,<br/>3. HEALTH AND SAFETY</b></p> <p><b>FOR THE REFURBISHMENT OF EERSTE RIVIER COMMUNITY LEARNING CENTRE (CLC) IN THE WESTERN CAPE PROVINCE.</b></p> <p>Closing date: <b>20 AUGUST 2024</b><br/>Closing time of the bid: <b>12:00 PM</b></p> |
| F.2.13.6 | A two-envelope procedure is not required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.2.13.9 | Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers <b>WILL NOT</b> be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.2.15   | The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.2.16   | The bid offer validity period is <b>90 days</b> from the closing date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|          |                                                                                                                                                                                                                                                                                                                                                                      |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.3.4    | <p>No public opening. Bids are to be received by <b>12h00 on 20 AUGUST 2024 at:</b></p> <p><b>Physical address</b><br/> IDT Western Cape Regional Office<br/> 14th Floor, Customs House<br/> Heerengracht Street, Foreshore,<br/> Cape Town, 8001</p> <p>Tender received will be published on the IDT website (<a href="http://www.idt.or.za">www.idt.or.za</a>)</p> |
| F.3.11.3 | <p>The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2022, please refer to T1.2.3 for details:</p> <p><b>80/20</b> where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R50 000 000.00</p>                                                                         |
| F.3.11.5 | <p><b>Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details.</b></p>                                                                                                                                                                                                                                                  |
| F.3.13.1 | <p>The employer reserves the right:</p> <ul style="list-style-type: none"> <li>to award the contract in whole or in part to the successful bidder or not to award the bid at all.</li> <li>not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.</li> </ul>                                                          |
| F.3.17   | <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>                                                                                                                                                                                                                                                                      |

### T1.2.3 EVALUATION PROCEDURE

Bid evaluation will be conducted as per the stages below:

#### Stage 1: Eligibility of Bidders

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents will lead to disqualification.

**Table one (1)** lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than **3 months** from the closing date.

**Table 1: List of Returnable Administrative Compulsory Documents**

| Item  | Description of Mandatory Administrative Returnable Document                                                                                |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------|
| T2.A1 | Submission of fully completed and signed Invitation to Bid (SBD 1).                                                                        |
| T2.A2 | Submission of fully completed and signed Bidder's Disclosure (SBD 4).                                                                      |
| T2.A3 | Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1). |

**Table 2: List of Returnable Compulsory Documents**

| Item   | Description of Compulsory Returnable Document                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T2.B4  | Authority to Sign a Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| T2.B5  | All companies under the consortium/ multi-disciplinary agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.                                                                                                                                                                                                                                                                                               |
| T2.B6  | Consortium Agreement certified by the Commissioner of Oaths (where applicable)..                                                                                                                                                                                                                                                                                                                                                                                    |
| T2.B7  | Professional Registration with of at least one director of each company forming part of the consortium/ multi-disciplinary with each respective built environment council (i.e. ECSA, SACPCMP) as a Professional or Professional Technologist. (i.e. to be Pr. CPM, Pr. CHSA, Pr. Engineer / Pr. Engineering Technologist).                                                                                                                                         |
| T2.B8  | Valid Professional Indemnity Insurance required for each company forming part of the consortium or multi-disciplinary entity to be provided. The PI should be from a licensed Financial Service Providers (FSP). The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted. On award PI to be amended to cover double the professional fees Failure to provide a valid PI will disqualify a bid. |
| T2.B9  | Valid COIDA or Letter of good standing with the Department of Labour (if applicable).                                                                                                                                                                                                                                                                                                                                                                               |
| T2.B10 | Confirmation of Receipt of Addenda to Bid Documents.                                                                                                                                                                                                                                                                                                                                                                                                                |
| T2.B11 | Signed Priced Financial Offer.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| C.1.1  | Signed Form of Offer.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|        | <b>Attendance by key personnel of at least one company forming part of the consortium/ multi-disciplinary is compulsory.</b>                                                                                                                                                                                                                                                                                                                                        |

#### Stage 2: Evaluation on Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders who meet the threshold of 70% and above of the total functionality/quality points will be eligible to be evaluated under Stage three (3).

**The Table three (3)** below, specifies in detailed the functionality/technical criteria to be considered under the evaluation.

**The companies within the consortium/ multi-disciplinary will be evaluated per discipline, and the average score of the THREE (3) disciplines will be given to the consortium/ multi-disciplinary.**

**Table 3: Summary of Quality Criteria**

| Quality Criteria    |                                                                            | Points Allocation |
|---------------------|----------------------------------------------------------------------------|-------------------|
| A                   | Experience of company on similar projects not older than <b>10 years</b> . | 25                |
| B                   | Quality of services based on Clients Reference Letter.                     | 15                |
| C                   | Qualifications, Experience and competencies of the key assigned personnel. | 40                |
| D                   | Methodology and Technical proposal for execution of the project.           | 10                |
| E                   | Company locally based.                                                     | 10                |
| <b>TOTAL POINTS</b> |                                                                            | <b>100</b>        |

**A. EVALUATION SCHEDULE: FIRM'S EXPERIENCE ON SIMILAR PROJECTS (30 points)**

**Relevant Experience on Similar Construction Projects (30 points):**

Points are allocated for relevant experience relating to built environment professional services on the refurbishment/renovations/upgrade and new construction of projects to the value threshold equal or above R10 000 000,00 per projects completed in the past 10 years.

Bidders are requested to list the **five projects per discipline** for which they wish to be considered for evaluation in the returnable document T2.13, under each respective discipline namely:

1. *Civil Engineer;*
2. *Mechanical Engineer; and*
3. *Occupational Health and Safety.*

The projects listed under "A. Relevant Project Experience on similar construction projects" will be the same projects to be utilized for evaluation under **"B. Quality of services based on Clients Reference Letter"**.

In support bidders are to complete the "Project Experience" returnable schedule and attach thereto:

- A. Letters of Appointment

Evaluation points will be awarded in terms of the following table three (3):

**Table 4: Evaluation sub-criteria: Firm's Experience on Similar Projects (25 points)**

| A - Evaluation sub-criteria: Firm's Experience on Similar Projects (25 points)                                                 |                  |                |
|--------------------------------------------------------------------------------------------------------------------------------|------------------|----------------|
| Sub Criteria                                                                                                                   | Category         | Points Awarded |
| Bidder has not provided evidence of experience on similar project in the past 10 years and supported by contactable references | <b>Very Poor</b> | <b>0</b>       |
| Bidder has executed and completed at least <b>2</b> projects in the past 10 years and supported by contactable references      | <b>Poor</b>      | <b>6</b>       |
| Bidder has executed and completed at least <b>3</b> projects in the past 10 years and supported by contactable references      | <b>Fair</b>      | <b>12</b>      |
| Bidder has executed and completed at least <b>4</b> projects in the past 10 years and supported by contactable references      | <b>Good</b>      | <b>18</b>      |
| Bidder has executed and completed at least <b>5</b> projects in the past 10 years and supported by contactable references      | <b>Very Good</b> | <b>25</b>      |

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**B. EVALUATION SCHEDULE: Quality of services based on Clients Reference Letter (15 points)**

Points are allocated for performance on previous projects executed in terms of the respective completed "Client Reference Letter" (see returnable schedules) for the projects listed on the abovementioned **"A. Relevant Project Experience on similar construction projects"** returnable schedule.

*Bidders are requested to submit the reference letters for **the five projects per discipline** for which they wish to be considered for evaluation in the returnable document T2.13, under each respective discipline namely:*

1. Civil Engineer;
2. Mechanical Engineer; and
3. Occupational Health and Safety.

In support bidders are to complete the "Project Experience" returnable schedule and attach thereto:

- B1. Scored signed reference forms (as per returnable schedule **and T2.C13.1 to T2.C13.5**).

Evaluation points will be awarded in terms of the following table:

| Projects                      | Overall Assessment by Client |          |           |           |
|-------------------------------|------------------------------|----------|-----------|-----------|
|                               | Poor                         | Average  | Good      | Very Good |
| Project 1                     | 0                            | 1        | 2         | 3         |
| Project 2                     | 0                            | 1        | 2         | 3         |
| Project 3                     | 0                            | 1        | 2         | 3         |
| Project 4                     | 0                            | 1        | 2         | 3         |
| Project 5                     | 0                            | 1        | 2         | 3         |
| <b>Total Number of Points</b> | <b>0</b>                     | <b>5</b> | <b>10</b> | <b>15</b> |

**C. EVALUATION SCHEDULE: KEY PERSONNEL (40 points)**

**Qualification, Professional Registration and Experience of key personnel (40 points):**

Points are allocated for professional qualifications, and experience of allocated key personnel for the project under consideration. In order to obtain points, the key personnel must hold a professional registration with the relevant built environmental council applicable to the professional service required (Copy of current/Active Professional Registration is required). For each key personnel allocated to the project, the bidders shall submit the following: Curriculum Vitae together with certified proof of qualifications and current active professional registration, together with a letter of good standing from the respective council. (as per returnable schedule **T2.C14**). Failure to submit all proof of professional registrations in all categories will result in no scoring of points in these criteria.

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Evaluation points will be awarded in terms of the following tables:

**Table 5: B - Qualifications and competencies of proposed key personnel (40 points)**

| Description of the Criteria for Key Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Point Allocation    |                  |                  |         |           |         |           |         |           |         |                   |         |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|------------------|---------|-----------|---------|-----------|---------|-----------|---------|-------------------|---------|---|
| <p><b>Civil Engineer</b><br/>Only a registered person as Civil Engineer with active registration with ECSA as Pr. Engineering Technologist or Pr. Engineer, will be considered.</p> <p><b>Points allocated based on the relevant experience:</b></p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p>                                          | Years of Experience | Point Allocation | 10 years or more | 5 point | 8-9 years | 4 point | 6-7 years | 3 point | 3-5 years | 2 point | Less than 3 years | 1 point | 5 |
| Years of Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Point Allocation    |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 10 years or more                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 8-9 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 6-7 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 3-5 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| Less than 3 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| <p><b>Mechanical Engineer</b><br/>Only a registered person as Mechanical Engineer with active registration with ECSA as Pr. Engineering Technologist or Pr. Engineer, will be considered.</p> <p><b>Points allocated based on the relevant experience:</b></p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p>                                | Years of Experience | Point Allocation | 10 years or more | 5 point | 8-9 years | 4 point | 6-7 years | 3 point | 3-5 years | 2 point | Less than 3 years | 1 point | 5 |
| Years of Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Point Allocation    |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 10 years or more                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 8-9 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 6-7 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 3-5 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| Less than 3 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| <p><b>Health and Safety Consultant</b><br/>Only a registered person with active registration with SACPCMP as Pr. Construction Health and Safety Agent or Pr. Construction Health and Safety Manager, will be considered.</p> <p><b>Points allocated based on the relevant experience:</b></p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p> | Years of Experience | Point Allocation | 10 years or more | 5 point | 8-9 years | 4 point | 6-7 years | 3 point | 3-5 years | 2 point | Less than 3 years | 1 point | 5 |
| Years of Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Point Allocation    |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 10 years or more                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 8-9 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 6-7 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| 3-5 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| Less than 3 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 point             |                  |                  |         |           |         |           |         |           |         |                   |         |   |
| <b>Subtotal number of points</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>20</b>           |                  |                  |         |           |         |           |         |           |         |                   |         |   |

#### D. METHODOLOGY AND TECHNICAL PROPOSAL FOR EXECUTION OF THE PROJECT (10 points)

Points are allocated for the submission of the Technical proposal which should address the project specifics (as per returnable schedule **T2.C15**).

The Technical proposal should address the project specifics considering:

1. Project Scope;
2. Quality;
3. Schedule and Cost;
4. Communication,
5. Stakeholder Management
6. Risk Management.

Evaluation points will be awarded in terms of the following table:

**Table 6: D \_ Technical Proposal for Execution of the Project (10 points)**

| Presentation Technical Proposal                                                                                                                                                                                                                                                   | Points Awarded |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Excellent</b><br>The technical proposal addresses all 6 project specifics as listed above and demonstrates a full understanding of the process to be taken for the execution of this specific project.                                                                         | 10             |
| <b>Good</b><br>The technical proposal addresses at least 4 project specifics as listed above and demonstrates a full understanding of the process to be taken for the execution of this specific project.                                                                         | 7              |
| <b>Average</b><br>The technical proposal addresses at least 3 project specifics as listed above and demonstrates a full understanding of the process to be taken for the execution of this specific project.                                                                      | 5              |
| <b>Poor / Non-submission</b><br>The technical proposal addresses only 1 or less project specifics as listed above, or the bidder did not submit a technical proposal and demonstrates a full understanding of the process to be taken for the execution of this specific project. | 0              |

#### E. COMPANY LOCALLY BASED (10 POINTS)

Points are allocated for consulting companies located in the Western Cape Province. Submission of the municipal account or lease agreement on the company name will be considered to allocate point (as per returnable schedule **T2.C16**).

**Since the request is for a multi-disciplinary or consortium, which will consist of companies with various offices, points will be awarded based on the established base office for the multi-disciplinary or consortium as per the consortium agreement, required as part of this bid.**

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Evaluation points will be awarded in terms of the following table:

**Table 9: E \_ CONSORTIUM/ MULTI-DISCIPLINARY BASE OFFICE LOCALLY BASED (10 POINTS)**

| Criteria                                                                 | Points Awarded |
|--------------------------------------------------------------------------|----------------|
| Consortium or multi-disciplinary Base Office located in the Western Cape | <b>10</b>      |
| Company not located in the Western Cape                                  | <b>5</b>       |

## Part T2.1: RETURNABLE DOCUMENTS

### T2.A “Administrative Commercial Documents”

Administrative Commercial Documents shall be submitted by the bidders.

| Item  | Description of Mandatory Administrative Returnable Document                                                                                | Yes /No |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------|---------|
| T2.A1 | Submission of fully completed and signed Invitation to Bid (SBD 1).                                                                        |         |
| T2.A2 | Submission of fully completed and signed Bidder's Disclosure (SBD 4).                                                                      |         |
| T2.A3 | Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1). |         |

### T2.B “Compulsory Commercial Documents”

Compulsory Commercial Documents shall be submitted by the bidders. If any of the below documentation is not supplied will lead to the immediate disqualification of the bidder. Certified copies of documents shall be submitted in original and not older than 6 months from the tender closing date.

| Item   | Description of Mandatory Compulsory Returnable Document                                                                                                                                                                                                                                                                                                                                                    | Yes /No |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| T2.B4  | Authority to Sign a Bid.                                                                                                                                                                                                                                                                                                                                                                                   |         |
| T2.B5  | All companies under the consortium/ multi-disciplinary agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.                                                                                                                                                                                                                                      |         |
| T2. B6 | Consortium Agreement certified by commissioner of Oaths (where applicable).                                                                                                                                                                                                                                                                                                                                |         |
| T2.B7  | Professional Registration with of at least one director of each company forming part of the consortium/ multi-disciplinary with each respective built environment council (i.e. ECSA, SACPCMP) as a Professional or Professional Technologist. (i.e. to be Pr. CPM, Pr. CHSA, Pr. Engineer / Pr. Engineering Technologist).                                                                                |         |
| T2.B8  | Valid Professional Indemnity Insurance required for each company forming part of the consortium or multi-disciplinary entity to be provided. The PI should be from a licensed Financial Service Providers (FSP). The PI should be from licensed Financial Service Providers (FSP). <b>Letter of intention from licensed FSP will not be accepted. Failure to provide a valid PI will disqualify a bid.</b> |         |
| T2.B9  | Valid COIDA or Letter of good standing with the Department of Labour (if applicable).                                                                                                                                                                                                                                                                                                                      |         |
| T2.B10 | Confirmation of Receipt of Addenda to Bid Documents.                                                                                                                                                                                                                                                                                                                                                       |         |
| T2.B11 | Signed Priced Financial Offer.                                                                                                                                                                                                                                                                                                                                                                             |         |
| C.1.1  | Signed Form of Offer.                                                                                                                                                                                                                                                                                                                                                                                      |         |
|        | Attendance to the compulsory briefing meeting by at least one representative of a company forming part of the consortium/ multi-disciplinary.                                                                                                                                                                                                                                                              |         |

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## T2.C “List of Technical and Preferential Returnable Documents”

The technical and preferential returnable documents are required for bid evaluation purposes (Note: If any of the below is not supplied, it will result in the deduction of bid evaluation points)

The table below lists the technical and preferential returnable documents that should be submitted by the bidders.

| Item   | Description of Returnable Document for Evaluation                                           | Yes /No |
|--------|---------------------------------------------------------------------------------------------|---------|
| T2.C13 | Experience of company on similar projects <b>not older than 10 years</b>                    |         |
| T2.C14 | Quality of services based on Evaluation Schedule: Experience on Similar Projects References |         |
| T2.C15 | Key personnel assigned to the project: Qualification, Experience, Professional registration |         |
| T2.C16 | Technical Proposal & Programme schedule                                                     |         |
| T2.C17 | Company Locally Based                                                                       |         |

**Part T2.2 RETURNABLE SCHEDULE**

*Important note to Bidder: The relevant supporting documents to the organisation bidding i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms listed in Part T2.1, must be inserted here*

***INSERT HERE***

## T2.A1 SBD 1 - INVITATION TO BID

### PART A: INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)                                                                                                                           |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------|
| BID NUMBER:                                                                                                                                                                                                         | DHET01WCAN001-PSP01-CONSORTIUM/ MULTI-DISCIPLINARY                                                                                                                                                                                                                                               |  | CLOSING DATE:                                                            | 20 AUGUST 2024                | CLOSING TIME: 12h00                                                                                  |
| DESCRIPTION                                                                                                                                                                                                         | TERMS OF REFERENCE (TOR) FOR THE PROCUREMENT PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY CONSISTING OF CIVIL ENGINEERING, MECHANICAL ENGINEERING, AND HEALTH AND SAFETY SERVICES FOR THE REFURBISHMENT OF COMMUNITY LEARNING CENTRE (CLC) EERSTE RIVIER IN THE WESTERN CAPE PROVINCE |  |                                                                          |                               |                                                                                                      |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)                                                                                                                                 |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| IDT Western Cape Regional Office                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| 14th Floor, Customs House                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| Heerengracht Street, Foreshore,                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| Cape Town, 8001                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                  |  | TECHNICAL ENQUIRIES MAY BE DIRECTED TO:                                  |                               |                                                                                                      |
| CONTACT PERSON                                                                                                                                                                                                      | Mr Gregory Africa                                                                                                                                                                                                                                                                                |  | CONTACT PERSON                                                           | Mr Gregory Africa             |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                  |  | TELEPHONE NUMBER                                                         |                               |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                  |  | FACSIMILE NUMBER                                                         |                               |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                      | GregoryA@idt.org.za                                                                                                                                                                                                                                                                              |  | E-MAIL ADDRESS                                                           | Dhet01wcantenders@idt.org.za  |                                                                                                      |
| SUPPLIER INFORMATION                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| NAME OF BIDDER                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| POSTAL ADDRESS                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| STREET ADDRESS                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                    | CODE                                                                                                                                                                                                                                                                                             |  | NUMBER                                                                   |                               |                                                                                                      |
| CELLPHONE NUMBER                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                    | CODE                                                                                                                                                                                                                                                                                             |  | NUMBER                                                                   |                               |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| VAT REGISTRATION NUMBER                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                          | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                                                                                                                                       |  | OR                                                                       | CENTRAL SUPPLIER DATABASE No: | MAAA                                                                                                 |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                        | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                 |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                               | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                    |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]                                                          |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                                                                                                                                               |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                     |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                          |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                               |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                           |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |                                                                                                                                                                                                                                                                                                  |  |                                                                          |                               |                                                                                                      |

USER CLIENT

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE CIDB STANDARD PROFESSIONAL SERVICES CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / J ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL 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: .....

## T2.A2 SBD 4 - BIDDER'S DISCLOSURE

### 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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:

.....  
.....

<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.

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**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 consortium/ multi-disciplinary will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

## T2.A3 SBD 6.1 - PREFERENCE POINTS CLAIM

---

### 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**

---

#### a) GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

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

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**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>TARGETED GROUP</b>                            |            |
| Women                                            | 6          |
| Youth                                            | 6          |
| People with Disabilities                         | 4          |
| Black People                                     | 4          |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

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

**b) 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).

**c) FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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EMPLOYER

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Women                                                       | 6                                                                                    |                                                                              |
| Youth                                                       | 6                                                                                    |                                                                              |
| People with disabilities                                    | 4                                                                                    |                                                                              |
| Black People                                                | 4                                                                                    |                                                                              |

**Source Documents to be submitted with the Bid or RFQ**

- Full Central Supplier Database Report

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## T2.B4 AUTHORITY TO SIGN A BID

*Fill in the relevant portion applicable to the type of organisation*

### A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on .....20.....

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:** .....

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

USER CLIENT

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

.....

**SIGNATURE**.....

**DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every  
Partner :

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| .....                | .....               | .....     |
| .....                | .....               | .....     |
| .....                | .....               | .....     |

We, the undersigned partners in the business trading as ..... hereby  
authorise .....to sign this bid as well as any contract resulting from  
the bid and any other documents and correspondence in connection with this bid and /or contract on behalf  
of

|           |           |           |
|-----------|-----------|-----------|
| .....     | .....     | .....     |
| SIGNATURE | SIGNATURE | SIGNATURE |

|       |       |       |
|-------|-------|-------|
| ..... | ..... | ..... |
| DATE  | DATE  | DATE  |

USER CLIENT

EMPLOYER

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at.....  
Mr/Mrs/Ms....., whose signature appears below, has been authorised  
to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION : .....

.....

(PRINT NAME)

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1.....

2.....

USER CLIENT  
**E CO-OPERATIVE**

EMPLOYER

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....  
at.....

Mr/Mrs/Ms....., whose signature appears below, has been  
authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

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

DATE: .....

SIGNED ON BEHALF OF CO-OPERATIVE: .....

NAME IN BLOCK LETTERS: .....

WITNESSES: 1.....

2.....

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....  
Mr/Mrs/Ms....., Mr/Mrs/Ms.....  
Mr/Mrs/Ms..... and Mr/Mrs/Ms.....  
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid  
on behalf of: (Name of Joint Venture) .....

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

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

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

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

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME).....

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

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

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

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

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

USER CLIENT  
**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium

on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

.....

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

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

**T2.B5 ALL COMPANIES UNDER THE CONSORTIUM/ MULTI-DISCIPLINARY  
AGREEMENT TO PROVIDE COMPANY REGISTRATION DOCUMENTS (CIPC) OR  
AFFIDAVIT AND A TRADE NAME IF A SOLE PROPRIETOR.**

*Attached hereto is all companies under the consortium/ multi-disciplinary agreement original certified copies of company registration of incorporation or company registration documents or affidavit and trade name if a sole proprietor. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified*

**(Attach the Firm's Copy of Registration of Incorporation or Company Registration Documents or Affidavit and Trade Name Here)**

## T2.B6 COPY OF CONSORTIUM AGREEMENT CONTRACT

*Attached hereto is a signed certified copy of our Consortium Contract by a Commissioner of Oaths. Our failure to submit the copy with our bid document will lead to the conclusion that there is no consortium agreement, and as such, our bid will be disqualified*

**(Attach the consortium contract certified by a Commissioner of Oaths)**

**T2.B7 Professional Registration of at least one Director of each Company forming part of the Consortium/ multi-disciplinary with each Respective Built Environment Council**

*Attached hereto is the Copy of the Professional Registration of at least one Director of each Company forming part of the Consortium/ multi-disciplinary with each Respective Built Environment Council.*

Required as per the table below:

| Professional Discipline         | Built Environment Council | Professional Registration Category for at least one company Director                                    |
|---------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------|
| Civil Engineering Services      | ECSA                      | Professional Engineer / Professional Engineering Technologist                                           |
| Mechanical Engineering Services | ECSA                      | Professional Engineer / Professional Engineering Technologist                                           |
| Health and Safety Services      | SACPCMP                   | Professional Construction Health and Safety Agent / Professional Construction Health and Safety Manager |

*Failure to submit the foresaid documentation will lead to disqualification.*

***(Copy of the Professional Registration of at least one Director of each Company forming part of the Consortium or multi-disciplinary with each Respective Built Environment Council to be inserted here***

## T2. B8 VALID PROOF OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS

*Attached hereto is the Valid proof of Professional Indemnity Insurance cover for each company forming part of the consortium or the multi-disciplinary. The PI is from a licensed Financial Service Providers (FSP). **Letter of intention from licensed FSP will not be accepted.***

***(Attached hereto is my / our copies of professional indemnity insurance documents. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are do not have professional indemnity cover, and as such, our bid will be disqualified)***

**T2. B9 VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION  
CERTIFICATE FROM ALL COMPANIES FORMING PART OF THE CONSORTIUM/  
MULTI-DISCIPLINARY**

*Attached hereto is the valid COIDA or Letter of good standing with the Department of Labour from all companies forming part of the consortium/ multi-disciplinary (if applicable).*

***(Attached hereto is my / our certified copy of LETTER of good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your bid offer will lead to the conclusion that your entity/ company is not registered with COIDA, and therefore, the bid will be disqualified.)***

## T2. B10 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Independent Development Trust or his representative before the closing date for submission of bids have been taken into account in this bid.

| ADDENDUM<br>No. | DATE | TITLE OR DETAILS |
|-----------------|------|------------------|
|                 |      |                  |
|                 |      |                  |
|                 |      |                  |
|                 |      |                  |
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TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

## T2.B11.1 FINANCIAL PROPOSAL FOR CIVIL ENGINEER

| Professional Discipline                                                                                                                                                                                                                    | Applicable Gazette                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Professional Civil Engineer                                                                                                                                                                                                                | ECSCA rates as per Rates as per Gazette 44333 of 2021 |
| <b>Civil Engineering Services Pertaining to Building Works</b>                                                                                                                                                                             |                                                       |
| <i>NB: Expenses / disbursements as provided for in the contract are paid in addition to the total of the project cost-based tariff but in line with Government rates as published by The Department of Public Works from time to time.</i> |                                                       |
| <b>Project:</b><br>The refurbishment of Eerste Rivier Community Learning Centre (CLC) in the Western Cape Province                                                                                                                         |                                                       |

**Table 1 \_ Estimated Project Value for Civil Engineer**

| ESTIMATED PROJECT VALUE   | R 78 092 984.30 (Excl. VAT) | R 89 806 932.00 (Incl. VAT) |
|---------------------------|-----------------------------|-----------------------------|
| ESTIMATED CIVIL ENG WORKS | R 11 713 826.09 (Excl. VAT) | R 13 470 900.00 (Incl. VAT) |

### PROFESSIONAL FEE CALCULATION of works for Civil Engineer

| ITEM | APPLICABLE WORK STAGES                                            | %           | FEE PER WORK STAGE (EXCL VAT) |
|------|-------------------------------------------------------------------|-------------|-------------------------------|
| A.   | Stage 1 (Inception)                                               | 5%          | R 61 545.84                   |
| B.   | Stage 2 (Concept and Viability)                                   | 25%         | R 307 729.18                  |
| C.   | Stage 3 (Design Development)                                      | 25%         | R 307 729.18                  |
| D.   | Stage 4 (Documentation and Tender)                                | 15%         | R 184 637.51                  |
| E.   | Stage 5 (Construction and Supervision)                            | 25%         | R 307 729.18                  |
| F.   | Stage 6 (Close Out)                                               | 5%          | R 61 545.84                   |
| G.   | <b>Total Professional Fee (Excl VAT)<br/>(Sum Items A - F)</b>    | <b>100%</b> | <b>R 1 230 916.74</b>         |
| H.   | Overall Discount Offered (%)                                      | %           | %                             |
| I.   | Overall Discount Offered<br>(Item G x Item H)                     |             | R                             |
| J.   | <b>Total Discounted Fee (Excl. VAT)<br/>(Item G – Item I)</b>     |             | <b>R</b>                      |
| K.   | Traffic engineering services                                      |             | R                             |
| L.   | CIDB B.U.I.L.D Programme CSDG<br>(1.25 CIDB BUILD Programme)      |             | R                             |
| M.   | Disbursement Budget<br>(1.24 Detailed Disbursement Proposal)      |             | R                             |
| N.   | <b>Total Fee + Disbursements (Excl VAT)<br/>(Sum Items J - P)</b> |             | <b>R</b>                      |
| O.   | VAT (15%) applied to Item Q                                       |             | R                             |
| P.   | <b>Total Offer (Incl VAT)<br/>(Item Q + Item R)</b>               |             | <b>R</b>                      |

**Note:** The below factors as applicable by the Gazette for Alterations and Additions have been factored into the professional fee cost as broken down in the Fee Proposal above:

- Factor for Alteration (Clause 4.2.1 Table 2A of the Gazette) to be + 25 %.

**TABLE 2: DETAILED DISBURSEMENT PROPOSAL FOR CIVIL ENGINEER**

The Detailed Disbursement proposal include the following:

| ITEM | DESCRIPTION                                 | DISBURSEMENT COSTS (EXCL. VAT) |
|------|---------------------------------------------|--------------------------------|
| A.   | Travelling: Mileage & Time<br>(Table D1)    | R                              |
| B.   | Subsistence Allowance<br>(Table D2)         | R                              |
| C.   | Accommodation (if Applicable)<br>(Table D3) | R                              |
| D.   | <b>TOTAL ESTIMATED DISBURSEMENT COST</b>    | <b>R</b>                       |

NOTE: The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services. If the bidder offers a discount of more than 20%, the bidder will be disqualified.



| Table D1. Travelling: Mileage & Time (Excl. VAT)                                                                                                                       |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|-----------------|------|----------------------------|------------|------|------------|------------------------------|------------|------|------------|-------------|
| 1.1 Vehicle Details:                                                                                                                                                   |      |    |                 |      | 1.2 Personnel Details      |            |      |            |                              |            |      |            |             |
| Vehicle Engine Capacity:                                                                                                                                               |      |    |                 |      | Level 1: Senior / Director |            |      |            | Level 2: Junior / Technician |            |      |            |             |
| Vehicle Registration and Make No:                                                                                                                                      |      |    |                 |      | Full Name:                 |            |      |            | Full Name:                   |            |      |            |             |
| 1.3 Company Physical Address                                                                                                                                           |      |    |                 |      | Surname:                   |            |      |            | Surname:                     |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      | Professional Registration: |            |      |            | Professional Registration:   |            |      |            |             |
| Item                                                                                                                                                                   | Trip |    | Purpose of Trip | Date | Hourly Rate:               |            |      |            | Hourly Rate                  |            |      |            |             |
|                                                                                                                                                                        | From | To |                 |      | Mileage                    |            |      |            | Time                         |            |      |            | Total (M+T) |
|                                                                                                                                                                        |      |    |                 |      | Distance                   | Less 100km | Rate | Amount (M) | Hours                        | Less 2 Hrs | Rate | Amount (T) |             |
| 1                                                                                                                                                                      |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| 2                                                                                                                                                                      |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| 1. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL                                                                                                                   |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| <b>NOTE:</b> Google Maps print-out of route and mileage travelled from Office to Project to be attached, Mileages without Google Maps Print-out will not be considered |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |

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EMPLOYER

**Table D2. Subsistence Allowance (Excluding VAT)**

| Item                                                       | Trip | Purpose of Trip | Date | Personnel | No. of Personnel | Rate (Excl. VAT) | Amount (Excl. VAT) |
|------------------------------------------------------------|------|-----------------|------|-----------|------------------|------------------|--------------------|
|                                                            |      |                 |      |           |                  |                  |                    |
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|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
| <b>2. Subsistence Allowance (Excluding VAT) - SUBTOTAL</b> |      |                 |      |           |                  |                  |                    |

**Table D3. Accommodation (if Applicable)**

| Item                                               | Trip | Purpose of Trip | Date | Personnel | No. of Nights | Rate per Night | Amount (Excl. VAT) |
|----------------------------------------------------|------|-----------------|------|-----------|---------------|----------------|--------------------|
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
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|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
| <b>3. Accommodation (Excluding VAT) - SUBTOTAL</b> |      |                 |      |           |               |                |                    |

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### TABLE 3: CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

The professional service provider shall determine the CSDG, in the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

It will be a condition of contract that:

The professional service provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

### The Tender Financial Proposal Summary

The professional service provider's attention is brought to the training method as prescribed by the client in the tender document.

#### STEP ONE: Calculation of hosting a learner/candidate in months

| For Professional Service Providers                   |     |                                         |     |
|------------------------------------------------------|-----|-----------------------------------------|-----|
| Fee Proposal                                         | R   | Divided by 1 000 000.00                 | A = |
| Min. CSDG requirement (Hours of placement required)  | A = | Multiplied by 150                       | B = |
| Min. CSDG requirement (Days if placement required)   | B = | Divided by 8 Hours per days             | C = |
| Min. CSDG requirement (Months of placement required) | C = | Divided by 21,67 working days per month | D = |

#### STEP TWO: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

To determine the Min. CSDG cost in Rands, we will define the monthly Cost of hosting a learner / candidate using Table 3 of the skills standard as published in Gazette Notice No. 48491 of 28 April 2023.

Bidders are to utilize either Method 3 to meet the Min. CSDG:

Method 3: P1 and P2 learners, or a 240 credits qualification.

| For Professional Service Providers                           |                                                                                                                                                  |                     |              |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|
| Method 3: P1 and P2 learners, or a 240 credits qualification | Quarterly cost of R48 500<br>(this includes the learner stipend, mentorship, provision for additional cost as described in the skills standard). | Divided by 3 months | M3 = R16 167 |

#### STEP THREE: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

| Table 2: Contract Skills Development Goal |             |                    |                            |                       |                                      |
|-------------------------------------------|-------------|--------------------|----------------------------|-----------------------|--------------------------------------|
| Item                                      | Description | Number of learners | Rate per month per learner | Total Months required | Total Cost (Min. CSDG Cost in Rands) |
|                                           |             | L                  | (M3)                       | (D)                   | ITEM A: TC = L x M3 x D              |
| tem                                       | Method 3    | 1                  | R 16 167,00                |                       |                                      |

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EMPLOYER

**TABLE 4: SUMMARY OF FEE PROPOSAL FOR CIVIL ENGINEERING SERVICES**

| ITEM | APPLICABLE WORK STAGES                           |                           | TOTAL AMOUNT (RANDS) |
|------|--------------------------------------------------|---------------------------|----------------------|
| A.   | Total Professional Fee (Excl. VAT)               | Item Q<br>from Table 3    | R                    |
| B.   | Total Estimated Disbursement Cost (Excl. VAT)    | Item D<br>from Table 4    | R                    |
| C.   | Total CIDB BUILD CSDG (Excl. VAT)                | Item A:TC<br>from Table 5 | R                    |
| D.   | <b>Total Price (CE)<br/>(Sum of Items A - C)</b> | <b>TPCE</b>               | <b>R</b>             |

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

TENDERES SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(Duly authorised to sign on behalf of the tenderer)**

## T2.B11.2 FINANCIAL PROPOSAL FOR MECHANICAL ENGINEER

| Professional Discipline                                                                                                                                                                                                                    | Applicable Gazette                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Professional Mechanical Engineer                                                                                                                                                                                                           | ECSA rates as per Rates as per Gazette 44333 of 2021 |
| <b>Mechanical Engineer Services Pertaining to existing Building Works</b>                                                                                                                                                                  |                                                      |
| <i>NB: Expenses / disbursements as provided for in the contract are paid in addition to the total of the project cost-based tariff but in line with Government rates as published by The Department of Public Works from time to time.</i> |                                                      |
| <b>Project:</b><br>The refurbishment of Eerste Rivier Community Learning Centre (CLC) in the Western Cape Province                                                                                                                         |                                                      |

**Table 1 \_ Estimated Project Value of New Works for Mechanical Engineer**

| ESTIMATED PROJECT VALUE        | R 78 092 984.30 (Excl. VAT) | R 89 806 932.00 (Incl. VAT) |
|--------------------------------|-----------------------------|-----------------------------|
| ESTIMATED MECHANICAL ENG WORKS | R 6 247 438.75 (Excl. VAT)  | R 7 184 554.56 (Incl. VAT)  |

### PROFESSIONAL FEE CALCULATION of New Works for Mechanical Engineer

| ITEM | APPLICABLE WORK STAGES                                            | %           | FEE PER WORK STAGE (EXCL VAT) |
|------|-------------------------------------------------------------------|-------------|-------------------------------|
| A.   | Stage 1 (Inception)                                               | 5%          | R 46 858.29                   |
| B.   | Stage 2 (Concept and Viability)                                   | 10%         | R 93 716.58                   |
| C.   | Stage 3 (Design Development)                                      | 25%         | R 234 291.45                  |
| D.   | Stage 4 (Documentation and Tender)                                | 15%         | R 140 574.87                  |
| E.   | Stage 5 (Construction and Supervision)                            | 35%         | R 328 008.03                  |
| F.   | Stage 6 (Close Out)                                               | 10%         | R 93 716.58                   |
| G.   | <b>Total Professional Fee (Excl VAT)<br/>(Sum Items A - F)</b>    | <b>100%</b> | <b>R 937 165.81</b>           |
| H.   | Overall Discount Offered (%)                                      | %           | %                             |
| I.   | Overall Discount Offered<br>(Item G x Item H)                     |             | R                             |
| J.   | <b>Total Discounted Fee (Excl. VAT)<br/>(Item G – Item I)</b>     |             | <b>R</b>                      |
| K.   | CIDB B.U.I.L.D Programme CSDG<br>(1.25 CIDB BUILD Programme)      |             | R                             |
| L.   | Disbursement Budget<br>(1.24 Detailed Disbursement Proposal)      |             | R                             |
| M.   | <b>Total Fee + Disbursements (Excl VAT)<br/>(Sum Items J - L)</b> |             | <b>R</b>                      |

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EMPLOYER

|    |                                                     |  |          |
|----|-----------------------------------------------------|--|----------|
| N. | VAT (15%) applied to Item M                         |  | R        |
| O. | <b>Total Offer (Incl VAT)<br/>(Item M + Item N)</b> |  | <b>R</b> |

**Note:** The below factors as applicable by the Gazette for Alterations and Additions have been factored into the professional fee cost as broken down in the Fee Proposal above:

- Factor for Alteration (Clause 4.2.1 Table 2A of the Gazette) to be + 25 %.

## TABLE 2: DETAILED DISBURSEMENT PROPOSAL FOR MECHANICAL ENGINEER

The Detailed Disbursement proposal include the following:

| ITEM | DESCRIPTION                                 | DISBURSEMENT COSTS (EXCL. VAT) |
|------|---------------------------------------------|--------------------------------|
| A.   | Travelling: Mileage & Time<br>(Table D1)    | R                              |
| B.   | Subsistence Allowance<br>(Table D2)         | R                              |
| C.   | Accommodation (if Applicable)<br>(Table D3) | R                              |
| D.   | <b>TOTAL ESTIMATED DISBURSEMENT COST</b>    | <b>R</b>                       |

NOTE: The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services. If the bidder offers a discount of more than 20%, the bidder will be disqualified.

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EMPLOYER

| Table D1. Travelling: Mileage & Time (Excl. VAT)                                                                                                                       |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|-----------------|------|----------------------------|------------|------|------------|------------------------------|------------|------|------------|-------------|
| 1.1 Vehicle Details:                                                                                                                                                   |      |    |                 |      | 1.2 Personnel Details      |            |      |            |                              |            |      |            |             |
| Vehicle Engine Capacity:                                                                                                                                               |      |    |                 |      | Level 1: Senior / Director |            |      |            | Level 2: Junior / Technician |            |      |            |             |
| Vehicle Registration and Make No:                                                                                                                                      |      |    |                 |      | Full Name:                 |            |      |            | Full Name:                   |            |      |            |             |
| 1.3 Company Physical Address                                                                                                                                           |      |    |                 |      | Surname:                   |            |      |            | Surname:                     |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      | Professional Registration: |            |      |            | Professional Registration:   |            |      |            |             |
| Item                                                                                                                                                                   | Trip |    | Purpose of Trip | Date | Hourly Rate:               |            |      |            | Hourly Rate                  |            |      |            |             |
|                                                                                                                                                                        | From | To |                 |      | Mileage                    |            |      |            | Time                         |            |      |            | Total (M+T) |
|                                                                                                                                                                        |      |    |                 |      | Distance                   | Less 100km | Rate | Amount (M) | Hours                        | Less 2 Hrs | Rate | Amount (T) |             |
| 1                                                                                                                                                                      |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| 2                                                                                                                                                                      |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| 1. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL                                                                                                                   |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| <b>NOTE:</b> Google Maps print-out of route and mileage travelled from Office to Project to be attached, Mileages without Google Maps Print-out will not be considered |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |

USER CLIENT

EMPLOYER

**Table D2. Subsistence Allowance (Excluding VAT)**

| Item                                                       | Trip | Purpose of Trip | Date | Personnel | No. of Personnel | Rate (Excl. VAT) | Amount (Excl. VAT) |
|------------------------------------------------------------|------|-----------------|------|-----------|------------------|------------------|--------------------|
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
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|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
| <b>2. Subsistence Allowance (Excluding VAT) - SUBTOTAL</b> |      |                 |      |           |                  |                  |                    |

**Table D3. Accommodation (if Applicable)**

| Item                                               | Trip | Purpose of Trip | Date | Personnel | No. of Nights | Rate per Night | Amount (Excl. VAT) |
|----------------------------------------------------|------|-----------------|------|-----------|---------------|----------------|--------------------|
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
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|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
| <b>3. Accommodation (Excluding VAT) - SUBTOTAL</b> |      |                 |      |           |               |                |                    |

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### TABLE 3: CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

The professional service provider shall determine the CSDG, in the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

It will be a condition of contract that:

The professional service provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

### The Tender Financial Proposal Summary

The professional service provider's attention is brought to the training method as prescribed by the client in the tender document.

#### STEP ONE: Calculation of hosting a learner/candidate in months

| For Professional Service Providers                   |     |                                         |     |
|------------------------------------------------------|-----|-----------------------------------------|-----|
| Fee Proposal                                         | R   | Divided by 1 000 000.00                 | A = |
| Min. CSDG requirement (Hours of placement required)  | A = | Multiplied by 150                       | B = |
| Min. CSDG requirement (Days if placement required)   | B = | Divided by 8 Hours per days             | C = |
| Min. CSDG requirement (Months of placement required) | C = | Divided by 21,67 working days per month | D = |

#### STEP TWO: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

To determine the Min. CSDG cost in Rands, we will define the monthly Cost of hosting a learner / candidate using Table 3 of the skills standard as published in Gazette Notice No. 48491 of 28 April 2023.

Bidders are to utilize either Method 3 to meet the Min. CSDG:

Method 3: P1 and P2 learners, or a 240 credits qualification.

| For Professional Service Providers                           |                                                                                                                                                  |                     |              |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|
| Method 3: P1 and P2 learners, or a 240 credits qualification | Quarterly cost of R48 500<br>(this includes the learner stipend, mentorship, provision for additional cost as described in the skills standard). | Divided by 3 months | M3 = R16 167 |

#### STEP THREE: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

| Table 2: Contract Skills Development Goal |             |                    |                            |                       |                                      |
|-------------------------------------------|-------------|--------------------|----------------------------|-----------------------|--------------------------------------|
| Item                                      | Description | Number of learners | Rate per month per learner | Total Months required | Total Cost (Min. CSDG Cost in Rands) |
|                                           |             | L                  | (M3)                       | (D)                   | ITEM A: TC = L x M3 x D              |
| tem                                       | Method 3    | 1                  | R 16 167,00                |                       |                                      |

USER CLIENT

EMPLOYER

**TABLE 4: SUMMARY OF FEE PROPOSAL FOR MECHANICAL ENGINEER SERVICES**

| ITEM | APPLICABLE WORK STAGES                           |                        | TOTAL AMOUNT (RANDS) |
|------|--------------------------------------------------|------------------------|----------------------|
| A.   | Total Professional Fee (Excl. VAT)               | Item O from Table 3    | R                    |
| B.   | Total Estimated Disbursement Cost (Excl. VAT)    | Item D from Table 4    | R                    |
| C.   | Total CIDB BUILD CSDG (Excl. VAT)                | Item A:TC from Table 5 | R                    |
| D.   | <b>Total Price (ME)<br/>(Sum of Items A - C)</b> | <b>TPME</b>            | <b>R</b>             |

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

TENDERES SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(Duly authorised to sign on behalf of the tenderer)**

## T2.B11.3 FINANCIAL PROPOSAL FOR HEALTH AND SAFETY CONSULTANT

| Professional Discipline                                                                                                                                                                                                                    | Applicable Gazette                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Health and Safety Consultant                                                                                                                                                                                                               | Gazette No. 42697, Board Notice 167 of 2019 |
| <b>Health and Safety Consultant Services Pertaining to existing Building Works</b>                                                                                                                                                         |                                             |
| <i>NB: Expenses / disbursements as provided for in the contract are paid in addition to the total of the project cost-based tariff but in line with Government rates as published by The Department of Public Works from time to time.</i> |                                             |
| <b>Project:</b><br>The refurbishment of Eerste Rivier Community Learning Centre (CLC) in the Western Cape Province                                                                                                                         |                                             |

**Table 1 \_ Estimated Project Value of Works for Health and Safety Consultant**

|                                  |                                   |                                    |
|----------------------------------|-----------------------------------|------------------------------------|
| <b>ESTIMATED PROJECT VALUE</b>   | <b>R78 092 984.30 (Vat Excl.)</b> | <b>R 89 806 932.00 (VAT Incl.)</b> |
| <b>ESTIMATED H &amp; S WORKS</b> | <b>R78 092 984.30 (Vat Excl.)</b> | <b>R 89 806 932.00 (VAT Incl.)</b> |

### PROFESSIONAL FEE CALCULATION of Works for Health and Safety Consultant:

| ITEM | APPLICABLE WORK STAGES                                            | %           | FEE PER WORK STAGE (EXCL VAT) |
|------|-------------------------------------------------------------------|-------------|-------------------------------|
| A.   | Stage 1 (Inception)                                               | 5%          | R 104 217,50                  |
| B.   | Stage 2 (Concept and Viability)                                   | 20%         | R 416 869,98                  |
| C.   | Stage 3 (Design Development)                                      | 20%         | R 416 869,98                  |
| D.   | Stage 4 (Documentation and Tender)                                | 10%         | R 208 434,99                  |
| E.   | Stage 5 (Construction and Supervision)                            | 40%         | R 833 739,97                  |
| F.   | Stage 6 (Close Out)                                               | 5%          | R 104 217,50                  |
| G.   | <b>Total Professional Fee (Excl VAT)<br/>(Sum Items A - F)</b>    | <b>100%</b> | <b>R 2 084 349,92</b>         |
| H.   | Overall Discount Offered (%)                                      | %           | %                             |
| I.   | Overall Discount Offered<br>(Item G x Item H)                     |             | R                             |
| J.   | <b>Total Discounted Fee (Excl. VAT)<br/>(Item G – Item I)</b>     |             | <b>R</b>                      |
| K.   | CIDB B.U.I.L.D Programme CSDG<br>(1.28 CIDB BUILD Programme)      |             | R                             |
| L.   | Disbursement Budget<br>(1.27 Detailed Disbursement Proposal)      |             | R                             |
| M.   | <b>Total Fee + Disbursements (Excl VAT)<br/>(Sum Items J - L)</b> |             | <b>R</b>                      |



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|    |                                                     |  |          |
|----|-----------------------------------------------------|--|----------|
| N. | VAT (15%) applied to Item M                         |  | R        |
| O. | <b>Total Offer (Incl VAT)<br/>(Item M + Item N)</b> |  | <b>R</b> |

## TABLE 2: DETAILED DISBURSEMENT PROPOSAL FOR HEALTH AND SAFETY CONSULTANT

The Detailed Disbursement proposal include the following:

| ITEM | DESCRIPTION                                 | DISBURSEMENT COSTS (EXCL. VAT) |
|------|---------------------------------------------|--------------------------------|
| E.   | Travelling: Mileage & Time<br>(Table D1)    | R                              |
| F.   | Subsistence Allowance<br>(Table D2)         | R                              |
| G.   | Accommodation (if Applicable)<br>(Table D3) | R                              |
| H.   | <b>TOTAL ESTIMATED DISBURSEMENT COST</b>    | <b>R</b>                       |

NOTE: The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services. If the bidder offers a discount of more than 20%, the bidder will be disqualified.

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| Table D1. Travelling: Mileage & Time (Excl. VAT)                                                                                                                       |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|-----------------|------|----------------------------|------------|------|------------|------------------------------|------------|------|------------|-------------|
| 1.1 Vehicle Details:                                                                                                                                                   |      |    |                 |      | 1.2 Personnel Details      |            |      |            |                              |            |      |            |             |
| Vehicle Engine Capacity:                                                                                                                                               |      |    |                 |      | Level 1: Senior / Director |            |      |            | Level 2: Junior / Technician |            |      |            |             |
| Vehicle Registration and Make No:                                                                                                                                      |      |    |                 |      | Full Name:                 |            |      |            | Full Name:                   |            |      |            |             |
| 1.3 Company Physical Address                                                                                                                                           |      |    |                 |      | Surname:                   |            |      |            | Surname:                     |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      | Professional Registration: |            |      |            | Professional Registration:   |            |      |            |             |
| Item                                                                                                                                                                   | Trip |    | Purpose of Trip | Date | Hourly Rate:               |            |      |            | Hourly Rate                  |            |      |            |             |
|                                                                                                                                                                        | From | To |                 |      | Mileage                    |            |      |            | Time                         |            |      |            | Total (M+T) |
|                                                                                                                                                                        |      |    |                 |      | Distance                   | Less 100km | Rate | Amount (M) | Hours                        | Less 2 Hrs | Rate | Amount (T) |             |
| 1                                                                                                                                                                      |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| 2                                                                                                                                                                      |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
|                                                                                                                                                                        |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| <b>1. Travelling: Mileage &amp; Time (Excl. VAT) - SUBTOTAL</b>                                                                                                        |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |
| <b>NOTE:</b> Google Maps print-out of route and mileage travelled from Office to Project to be attached, Mileages without Google Maps Print-out will not be considered |      |    |                 |      |                            |            |      |            |                              |            |      |            |             |

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**Table D2. Subsistence Allowance (Excluding VAT)**

| Item                                                       | Trip | Purpose of Trip | Date | Personnel | No. of Personnel | Rate (Excl. VAT) | Amount (Excl. VAT) |
|------------------------------------------------------------|------|-----------------|------|-----------|------------------|------------------|--------------------|
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
|                                                            |      |                 |      |           |                  |                  |                    |
| <b>2. Subsistence Allowance (Excluding VAT) - SUBTOTAL</b> |      |                 |      |           |                  |                  |                    |

**Table D3. Accommodation (if Applicable)**

| Item                                               | Trip | Purpose of Trip | Date | Personnel | No. of Nights | Rate per Night | Amount (Excl. VAT) |
|----------------------------------------------------|------|-----------------|------|-----------|---------------|----------------|--------------------|
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
|                                                    |      |                 |      |           |               |                |                    |
| <b>3. Accommodation (Excluding VAT) - SUBTOTAL</b> |      |                 |      |           |               |                |                    |

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### TABLE 3: CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

The professional service provider shall determine the CSDG, in the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

It will be a condition of contract that:

The professional service provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

### The Tender Financial Proposal Summary

The professional service provider's attention is brought to the training method as prescribed by the client in the tender document.

#### STEP ONE: Calculation of hosting a learner/candidate in months

| For Professional Service Providers                   |     |                                         |     |
|------------------------------------------------------|-----|-----------------------------------------|-----|
| Fee Proposal                                         | R   | Divided by 1 000 000.00                 | A = |
| Min. CSDG requirement (Hours of placement required)  | A = | Multiplied by 150                       | B = |
| Min. CSDG requirement (Days if placement required)   | B = | Divided by 8 Hours per days             | C = |
| Min. CSDG requirement (Months of placement required) | C = | Divided by 21,67 working days per month | D = |

#### STEP TWO: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

To determine the Min. CSDG cost in Rands, we will define the monthly Cost of hosting a learner / candidate using Table 3 of the skills standard as published in Gazette Notice No. 48491 of 28 April 2023.

Bidders are to utilize either Method 3 to meet the Min. CSDG:

Method 3: P1 and P2 learners, or a 240 credits qualification.

| For Professional Service Providers                           |                                                                                                                                                  |                     |              |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|
| Method 3: P1 and P2 learners, or a 240 credits qualification | Quarterly cost of R48 500<br>(this includes the learner stipend, mentorship, provision for additional cost as described in the skills standard). | Divided by 3 months | M3 = R16 167 |

#### STEP THREE: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

| Table 2: Contract Skills Development Goal |             |                    |                            |                       |                                      |
|-------------------------------------------|-------------|--------------------|----------------------------|-----------------------|--------------------------------------|
| Item                                      | Description | Number of learners | Rate per month per learner | Total Months required | Total Cost (Min. CSDG Cost in Rands) |
|                                           |             | L                  | (M3)                       | (D)                   | ITEM A: TC = L x M3 x D              |
| tem                                       | Method 3    | 1                  | R 16 167,00                |                       |                                      |

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**TABLE 4: SUMMARY OF FEE PROPOSAL FOR HEALTH AND SAFETY CONSULTANT SERVICES**

| ITEM | APPLICABLE WORK STAGES                            |                        | TOTAL AMOUNT (RANDS) |
|------|---------------------------------------------------|------------------------|----------------------|
| A.   | Total Professional Fee (Excl. VAT)                | Item G from Table 2    | R                    |
| B.   | Total Estimated Disbursement Cost (Excl. VAT)     | Item D from Table 3    | R                    |
| C.   | Total CIDB BUILD CSDG (Excl. VAT)                 | Item A:TC from Table 4 | R                    |
| D.   | <b>Total Price (OHS)<br/>(Sum of Items A - C)</b> | <b>TPOHS</b>           | <b>R</b>             |

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

TENDERES SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(Duly authorised to sign on behalf of the tenderer)**

## T2. B11.4 SUMMARY OF FINANCIAL PROPOSAL FOR ALL PROFESSIONAL SERVICES

| ITEM | APPLICABLE WORK STAGES                                                                                |                              | TOTAL AMOUNT (RANDS) |
|------|-------------------------------------------------------------------------------------------------------|------------------------------|----------------------|
| A.   | Total Professional Fee for Civil Engineering Services                                                 | Item D from Table 6 T2.B11.1 | R                    |
| B.   | Total Professional Fee for Mechanical Engineering Services                                            | Item D from Table 6 T2.B11.2 | R                    |
| C.   | Total Professional Fee for Health and Safety Services                                                 | Item D from Table 5 T2.B11.3 | R                    |
| D.   | <b>Total Professional Fee Cost (Exc. VAT)</b><br>A+B+C                                                | <b>TPFC</b>                  | <b>R</b>             |
| E.   | <b>Percentage Discount offered</b>                                                                    | <b>%</b>                     | <b>%</b>             |
| F.   | <b>Discounted Professional Fee Cost (Exc. VAT)</b><br>I x J                                           |                              | <b>R</b>             |
| G.   | <b>Total Discounted Professional Fee (Exc. VAT)</b><br>I - K                                          | <b>TDPF</b>                  | <b>R</b>             |
| H.   | VAT (15 %)<br>L x M                                                                                   | VAT                          | <b>R</b>             |
| I.   | <b>Total Contract Price</b><br>L+M<br><i>Total Contract Price to be carried to Form of Offer C1.1</i> | <b>TPC</b>                   | <b>R</b>             |

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

TENDERES SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Duly authorised to sign on behalf of the tenderer)

## T2.C13: FIRM'S EXPERIENCE ON SIMILAR PROJECTS

Points are allocated for relevant experience relating to built environment professional services on the refurbishment / renovations / upgrade and new construction on brown field projects sites to the value threshold equal or above R10 000 000.00 per projects completed in the past 10 years. *(Bidder to make copies for each company)*

| PROJECT NAME | BRIEF PROJECT DESCRIPTION | PROJECT VALUE (Including VAT) | START DATE | COMPLETION DATE |
|--------------|---------------------------|-------------------------------|------------|-----------------|
| <b>A</b>     |                           |                               |            |                 |
|              |                           |                               |            |                 |
| <b>B</b>     |                           |                               |            |                 |
|              |                           |                               |            |                 |
| <b>C</b>     |                           |                               |            |                 |
|              |                           |                               |            |                 |
| <b>D</b>     |                           |                               |            |                 |
|              |                           |                               |            |                 |
| <b>E</b>     |                           |                               |            |                 |
|              |                           |                               |            |                 |

**\* Bidders are requested to list the five projects they wish to be considered for evaluation in the table above.**

## T2.C13.1 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule. *(Bidder to make copies for each discipline)*

### REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT A:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer: .....

Name of Appointed Bidder.....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|-------------|-------|--------------------------|
| Very Good   | 3     |                          |
| Good        | 2     |                          |
| Average     | 1     |                          |
| Poor        | 0     |                          |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer’s contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



## T2.C13.2 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule. *(Bidder to make copies for each disciplines)*

### REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT B:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer: .....

Name of Appointed Bidder.....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|-------------|-------|--------------------------|
| Very Good   | 3     |                          |
| Good        | 2     |                          |
| Average     | 1     |                          |
| Poor        | 0     |                          |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer’s contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



## T2.C13.3 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT C:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer: .....

Name of Appointed Bidder.....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|-------------|-------|--------------------------|
| Very Good   | 3     |                          |
| Good        | 2     |                          |
| Average     | 1     |                          |
| Poor        | 0     |                          |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



## T2.C13.4 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT D:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer: .....

Name of Appointed Bidder.....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|-------------|-------|--------------------------|
| Very Good   | 3     |                          |
| Good        | 2     |                          |
| Average     | 1     |                          |
| Poor        | 0     |                          |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

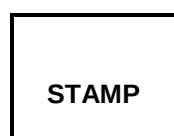
Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



## T2.C13.5 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT E:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer: .....

Name of Appointed Bidder.....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|-------------|-------|--------------------------|
| Very Good   | 3     |                          |
| Good        | 2     |                          |
| Average     | 1     |                          |
| Poor        | 0     |                          |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



## T2.C14 KEY PERSONNEL ASSIGNED TO THE WORK

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual. Failure to attach them will result in a zero score.

The Bidder shall list below the personnel that s/he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

| No. | CATEGORY OF EMPLOYEE | NUMBER OF PERSONS                              |         |
|-----|----------------------|------------------------------------------------|---------|
|     |                      | KEY PERSONNEL, PART OF THE FIRM'S ORGANISATION |         |
|     |                      | HDI                                            | NON-HDI |
| 1.  |                      |                                                |         |
| 2.  |                      |                                                |         |
| 3.  |                      |                                                |         |
| 4.  |                      |                                                |         |
| 5.  |                      |                                                |         |

Insert in the table below the key personnel and their proposed function

## KEY PERSONNEL SCHEDULE

| No. | Company Name | Key Personnel Name | Discipline          | Professional Registration | Years of Experience |
|-----|--------------|--------------------|---------------------|---------------------------|---------------------|
| 1.  |              |                    | Civil Engineer      |                           |                     |
| 2.  |              |                    | Mechanical Engineer |                           |                     |
| 3.  |              |                    | Health & Safety     |                           |                     |





### T2.C14.3 Key Personnel 3: CURRICULUM VITAE OF KEY PERSONNEL

*(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)*

|                                                                |                           |                           |
|----------------------------------------------------------------|---------------------------|---------------------------|
| <b>Name:</b>                                                   |                           | <b>Date of birth:</b>     |
| <b>Profession:</b>                                             |                           | <b>Nationality:</b>       |
| <b>Qualifications:</b>                                         |                           |                           |
| Professional Body:                                             | Category of Registration: | Registration Number:      |
| Professional Body:                                             | Category of Registration: | Registration Number:<br>— |
| Professional Body:                                             | Category of Registration: | Registration Number:      |
| <b>Name of Employer (firm):</b>                                |                           |                           |
| <b>Current position:</b>                                       |                           | <b>Years with firm:</b>   |
| <b><u>Employment Record:</u></b>                               |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
| <b><u>Experience Record Pertinent to Required Service:</u></b> |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |
|                                                                |                           |                           |

#### Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

## T2.C14.7: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

### PROJECT TEAM CVs

The experience of each key person, relevant to the scope of work, will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work;
- 2) Qualifications in the relevant field or sector (eg. Architecture); and
- 3) Professional registration with SACPCMP, ECSA, as Professional and/or Senior Technologist with the professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

A CV of each key person of **not more than three (3) pages** should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- 2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate / diploma experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows as detailed in Table 1 to 3 above.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

*Bidder* .....

## T2.C15 METHODOLOGY AND TECHNICAL PROPOSAL

***(The Bidder shall attach the Technical Proposal together with a programme schedule (using a computer programme) reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract.***

The Technical proposal should address the project specifics considering:

1. Project Scope
2. Quality
3. Schedule and Cost
4. Communication,
5. Stakeholder Management
6. Risk Management

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

## **T2.C16 COMPANY LOCALLY BASED**

The Bidder shall attach the municipal account or lease agreement on the company name.

***(Submission of the municipal account or lease agreement on the company name be attached here).***

## T2.D1 CENTRAL SUPPLIER DATABASE

*(Attached hereto is my / our Full Central Supplier Database (CSD) report.)*

### IMPORTANT NOTES:

A **full report of the CSD report** is required showing all the company details such as, address, Tax Compliance, banking details etc.

## T2.D2 TAX COMPLIANCE LETTER WITH A UNIQUE PIN

*(Attached hereto is my / our Tax compliance letter with a unique pin.)*

### IMPORTANT NOTES:

A full report of the Tax Compliance Certificate showing all the company details such as, address, Tax Compliance, banking details etc.



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## Part C1: CONTRACT

- C1.1 Form of offer
- C1.2 Contract data
- C1.3 Special Conditions of Contract

## C1.1 FORM OF OFFER

### **BID No: DHET01WCAN001-PSP01-CONSORTIUM/ MULTI-DISCIPLINARY**

**A CALL FOR A CONSORTIUM/ MULTI-DISCIPLINARY CONSISTING OF PROFESSIONAL SERVICES IN CIVIL ENGINEERING, MECHANICAL ENGINEERING AND HEALTH AND SAFETY SERVICES FOR THE REFURBISHMENT OF EERSTE RIVIER COMMUNITY LEARNING CENTRE (CLC) IN THE WESTERN CAPE PROVINCE.**

#### **C1.1 Form of Offer and Acceptance**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a professional service provider to carry out; -

**APPOINTMENT OF A CONSORTIUM/ MULTI-DISCIPLINARY OF PROFESSIONAL SERVICES CONSISTING OF CIVIL ENGINEERING, MECHANICAL ENGINEERING, AND HEALTH AND SAFETY SERVICES FOR THE REFURBISHMENT OF EERSTE RIVIER COMMUNITY LEARNING CENTRE (CLC) IN THE WESTERN CAPE PROVINCE.**

The bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the bidder, deemed to be duly authorised, signing this part of this Form of Offer the bidder offers to perform all of the obligations and liabilities of the Service Provider 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 OF THE PRICES INCLUSIVE OF VAT IN REFERENCE TO T2.B11.4 ITEM IS:**

R..... (Professional fees + Disbursement fees) + (Discount if Applicable)

.....

..... ( In words)

This Offer, with or without additional conditions, may be accepted by the Employer, through the employer's offer of appointment letter, which offer shall only become the appointment upon your acceptance thereof and your compliances with the conditions therein.

Signature(s) .....

Name(s) .....

Capacity .....

**For the bidder:** .....

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

.....

Date .....



## C1.2 BID CONTRACT DATA

The Service Provider is advised to read the Professional Services Contract 3<sup>rd</sup> Edition of CIDB document 1014 contract in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

This services contract is based upon the **CIDB Standard Professional Services Contract**, published by the CIDB in July 2009.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the **CIDB Standard Professional Services Contract**.

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**APPOINTMENT OF A CONSORTIUM/ MULTI-DISCIPLINARY OF PROFESSIONAL SERVICES  
CONSISTING OF CIVIL ENGINEERING, MECHANICAL ENGINEERING AND HEALTH AND SAFETY  
SERVICES FOR THE REFURBISHMENT OF EERSTE RIVIER COMMUNITY LEARNING CENTRE (CLC)  
IN THE WESTERN CAPE PROVINCE**

C1.2.1 Data Provided by the Employer

| Clause                                     | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Form of Offer and Acceptance<br>Page 22-23 | Delete this template and replace it with the Form of Offer contain in the Bid Document under <b>C1.1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Schedule of Deviation<br>Page 24           | Delete this template and replace it with the Schedule of deviation contain in the Bid Document under <b>C1.1.1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1                                          | <p><b>DEFINITIONS</b></p> <p><b>Delete and replace the following to the Clause 1 “Definitions”:</b></p> <p><b>Contract</b><br/>Shall include the latest <b>CIDB Standard Professional Services Contract</b>, Form of Offer, Accepted Proposal, Offer of Appointment, Standard Condition of Bid, Special Condition of Contract, the Scope of Work, the Price Data and any relevant addendum to the Bid Document issued by the employer prior to the closing date of the bid and any document referred to in the above-mentioned documents.</p> <p><b>Scope of Work</b><br/>Shall be, over and above the services specified in <b>Part C3</b> of this document; include assisting and/or providing professional support, at no extra costs to the Employer, for Mediation and/or Arbitration and/or Litigation, where the nature of dispute falls within the scope of work or services of the Service provider in terms of the Main Contract.</p> <p><b>Add the following definitions under Clause 1 “Definitions”:</b></p> <p><b>Base Town</b><br/>Means the town closest to the project site between the Service provider's bidding office and the IDT's regional office managing the project. Cape Town.</p> <p><b>Confidential Information</b><br/>Means information disclosed by the Disclosing Party that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. As used herein, the Party disclosing Confidential Information is referred to as the “Disclosing Party” and the Party receiving the Confidential Information is referred to as the “Recipient” or “the Receiving Participant.”</p> <p><b><u>Duration of the Contract:</u></b> The Period of contract shall be from the start date until the Service Provider has completed all Deliverables in accordance with the Scope of Services.</p> |

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| Clause | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p><b>Force Majeure:</b> means prevention, restriction, delay or failure to comply with or breach of any of the terms and conditions of this Contract if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing.</p> <p><b>Signature Date:</b> Means the date of signing this Contract by the last Party</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.7    | <p><b>CONFIDENTIAL INFORMATION</b></p> <p><b>Delete and replace Clause 3.7 with the following:</b></p> <p>1.7.1 From time to time during the duration of this Contract, Confidential Information may be given by one Party to this Contract ("the Disclosing Party") to the other Party ("the Recipient").</p> <p>1.7.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Contract.</p> <p>1.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract.</p> <p>1.7.4 Notwithstanding clause <b>3.7.1</b> the Receiving Party may disclose Confidential Information:</p> <p>1.7.4.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 3.7 (Confidential Information) provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Contract. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Contract; or</p> <p>1.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause <b>3.7.5</b> below.</p> <p>1.7.5 If the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party</p> |

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| Clause       | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <p>regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.</p> <p>1.7.6 The contents and the existence and the scope of this Contract are Confidential Information.</p> <p>1.7.7 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Contract then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.</p> <p>1.7.8 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Contractor not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including Intellectual Property rights, over the Confidential Information whatsoever beyond those contained in this Contract.</p> <p>1.7.9 Use by the Receiving Party of any Confidential Information in accordance with the terms of this Contract will not infringe the Intellectual Property of any other person and no notification of any actual or potential claim alleging such infringement has been received by the Disclosing Party.</p> <p>1.7.10 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Contract.</p> <p>1.7.11 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.</p> <p>1.7.12 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause <b>3.7.2</b> and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause <b>3.7.2</b>.</p> |
| <b>3.8</b>   | a) VARIATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>3.8.4</b> | <p>b) Add clause 3.8.4</p> <p>c)</p> <p>3.8.4 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any deviation or variation which has financial implications on the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

USER CLIENT

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| Clause | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.8.5  | <p>d) Add clause 3.8.5</p> <p><b>3.8.5</b> When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any extension of time to the contract period of the contract signed between the Employer and the Contractor which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.12   | <p><b>PENALTY</b></p> <p>Replace Clause 3.12.1 with the following:</p> <p>3.12.1 If due to his negligence, or for reason within his control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his other remedies under the contract or in law, be entitled to levy a penalty for everyday or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.</p>                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4      | <p><b>EMPLOYER'S OBLIGATIONS</b></p> <p>Add sub-clause 4.7, 4.8 and 4.9</p> <p><b>4.7</b> The employer shall pay the service provider the contract price in accordance with the form of offer applying the relevant percentage as stated in clause 3.2.5 of part C3 (Scope of Services)</p> <p><b>4.8</b> Notwithstanding the provision of the Construction Contract, the Service provider shall not have the power to approve any deviation or variation which has financial implications without the necessary written approval from the Employer, except under circumstances when required to do so by any applicable law or when arising from an emergency as defined in the PPPFA. The service provider shall notify the employer of this kind of deviation or variation as soon as it is practically possible.</p> <p><b>4.9</b> Should the service provider authorize the contractor to carry out the work without the written approval from the Employer, the Service provider shall not be entitled to professional fees and disbursements relating to the portion of work irregularly sanctioned, irrespective of whether such work was necessary or not. Further, the employer reserves its right to recover / claim for damages from the service provider.</p> |
| 5      | <b>SERVICE PROVIDER'S OBLIGATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.3    | <b>Designated Representative</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

USER CLIENT

EMPLOYER

| Clause     | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <p>Add sub clauses <b>5.3.1</b>:</p> <p>5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person:</p> <p>Civil Engineer – with ECSA as (Civil) Professional Engineering Technologist or higher.<br/> Mechanical Engineer – with ECSA as (Mechanical) Professional Engineering Technologist or higher.<br/> Health and Safety Consultant – with SACPCMP as Professional Health and Safety Manager or higher.</p> <p>Should these personnel be changed for some or other reason, he/she should be replaced by a person/s of equivalent or higher qualification and registration status with notice given to the employer in five (5) working days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>5.4</b> | <p><b>Insurance to be taken by the Services Provider</b></p> <p>Add sub clauses <b>5.4.3</b> to <b>5.4.7</b>:</p> <p>5.4.3 The service provider shall take out a minimum insurance policy for Professional Indemnity to the value of <b>double the professional fees</b>, and shall within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider.</p> <p>5.4.4 Each member of the Consortium shall have a separate minimum professional indemnity insurance cover in accordance with clause 5.4.3 above.</p> <p>5.4.5 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a certificate of insurance.</p> <p>5.4.6 The service provider hereby cedes and assigns his right to claim, under its professional indemnity insurance policy to the IDT for the duration of the Service provider's liability. The cession of rights to the IDT does not preclude the service provider from claiming directly from its insurances.</p> <p>5.4.7 The employer may, at any time during the course of the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.</p> |
| <b>5.5</b> | <p><b>Service Provider 's actions requiring Employer's prior approval</b></p> <p>Add the sub-clause 5.5.1 and 5.5.2</p> <p>5.5.1 The Service provider shall not accept an instruction from any party, including beneficiary Department, other than the employer.</p> <p>5.5.2 In the case where the Service provider is the Principal Agent or Project Manager, the Service Provider shall only certify the contractor's interim payment certificate after the 'statement of amounts certified' (certification of work) has been reviewed and signed-off by the IDT's designated official (Programme Implementation Manager or Programme Manager).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>5.8</b> | <p><b>Registration with the Central Supplier Database</b></p> <p>Add clause 5.8</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| Clause          | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | 4.8 Services providers are required to provide proof of registration with the Central Supplier Database (CSD) from National Treasury. The services providers shall ensure that their registration stays valid in the CSD during the duration of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>8.4</b>      | <b>TERMINATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                 | <b>FORCE MAJEURE</b><br><br>Delete sub-clause 8.3.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>8.4.1(c)</b> | Amend default notice period from 30 days to 14 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>8.4.1(d)</b> | Delete clause 8.4.1(d) and replace it with the following:<br><br>(d) In the event that either party:-<br><br>i. commits an act of insolvency; or<br>ii. is placed under a provisional or final winding-up or judicial management order; or<br>iii. is placed under or applied for business rescue; or<br>iv. makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third party without the written consent of either party; or<br>v. the Service provider is not professionally registered or changes directorship during the course of the project, resulting in the contravention of any professional statutory requirement; or<br>vi. fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice, |
| 8.4.1.(f)       | Add clause 8.4.1(f) with the following:<br><br>(d) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>8.4.2</b>    | Amend default notice period from 30 days to 14 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>8.4.4</b>    | Delete clause 8.4.4 and replace it with the following:<br><br>8.4.4 Upon termination of this contract pursuant to clauses 8.4.1 or 8.4.3, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>8.4.6</b>    | Add Clause 8.4.6<br><br>8.4.6 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option –<br><br>8.4.6.1 to claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or                                                                                                                                                                                                                      |

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| Clause       | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <p>8.4.6.2 to suspend further payments to the Service Provider; or</p> <p>8.4.6.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.</p> <p>8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice</p> <p>8.4.6.5 of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.</p> |
| <b>8.4.7</b> | <p>Add Clause 8.4.7</p> <p>8.4.7 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if –</p> <ul style="list-style-type: none"> <li>i. it is capable of being remedied, but is not so remedied within the Notice Period; or</li> <li>ii. it is incapable of being remedied and payment in money will compensate for such breach but such payment is not made within the Notice Period.</li> </ul>                                                   |
| <b>8.4.8</b> | <p>Add Clause 8.4.8</p> <p>8.4.8 Should Employer give notice of termination of this Contract in terms of this <b>clause 8.4</b> then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.</p>                                                                                                                                                                                                                                                                      |
| <b>8.5</b>   | <p><b>SUSPENSION</b></p> <p>Delete clause 8.5.2 and replace with the following clauses;</p> <p>8.5.2 The service provider may, without prejudice to its right to cancel, suspend the whole or part of the services in the occurrence of the events listed in clause 8.4.3.</p> <p>8.5.3 When services are suspended, the services provider shall be entitled to a pro-rata payment for the valid and acceptable services undertaken as at the date of suspension.</p>                                                                            |
| <b>9</b>     | <p><b>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</b></p> <p>Delete clause 9 and replace with the following:</p> <p>9.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Client.</p>     |

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| Clause | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>9.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the course of the Service provider's appointment in terms of this Contract will vest in the Employer.</p> <p>9.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.</p> |
| 10     | <p><b>SUCCESSION AND ASSIGNMENT</b></p> <p>Add the sub-clause 10.6</p> <p>10.6 Neither party shall assign and/or cede its rights and/or obligations without the written consent of the other party, which consent shall not be unreasonable withheld.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12     | <p><b>RESOLUTION OF DISPUTES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12.1   | <p><b>Settlement</b></p> <p><b>Delete clause 12.1 and replace it with the following clauses:</b></p> <p>12.1.1 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause <b>12.3</b> and <b>12.4</b> below.</p> <p>12.1.2 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.</p>                                                                                                                                                                                                                                                                                                                                                  |
| 12.2   | <p><b>12.2 Negotiation</b></p> <p><b>Delete sub-clause 12.2 (Mediation) and replace it with the following clauses:</b></p> <p>12.2.1 Should any dispute, disagreement claim arise between the parties ("the dispute") concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.</p> <p>12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.</p>                                                                                                                                                                                                                                                                                                                                                                                          |
| 12.3   | <p><b>12.3 Mediation</b></p> <p><b>Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| Clause      | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|             | <p>12.3.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party.</p> <p>12.3.2 Prior to litigation in terms of clause <b>12.1.2</b> above or submission of dispute to arbitration in accordance with clause <b>12.4</b> below, the matter may first be referred for mediation before the mediator appointed by agreement between the parties to the dispute. should the parties fail to reach an agreement within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.</p> <p>12.3.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.</p> <p>12.3.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty one (21) days of his appointment.</p> <p>12.3.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.</p> <p>12.3.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.</p> |
| <b>12.4</b> | <p><b>12.4 ARBITRATION</b></p> <p><b>Delete sub-clauses 12.4 and replace it with the following clauses</b></p> <p>12.4.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause <b>12.2</b> above, the matter in dispute <u>may</u> be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.</p> <p>12.4.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing to reach an agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any</p>                   |

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| Clause      | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|             | <p>matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.</p> <p>12.4.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.</p> <p>12.4.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.</p> <p>12.4.5 Any arbitration in terms of this clause <b>12.4</b> (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.</p> <p>12.4.6 This clause <b>12</b> will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.</p> <p>12.4.7 The Parties agree that the written demand by a party to the dispute in terms of clause <b>12.4.1</b> that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.</p> <p>12.4.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his written account.</p> <p>12.4.9 Should one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party.</p> <p>12.4.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.</p> |
| <b>13</b>   | <b>LIABILITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>13.4</b> | <p><b>Duration of Liability</b></p> <p>Delete clause 13.4 and replace it with the following:</p> <p>13.4 All claims against the Service provider shall lapse after a minimum liability period of ten (10) years, subject to statutory limitations, which period shall commence on the date of final completion of the project or the date of termination of the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>13.5</b> | <p><b>Limit of compensation</b></p> <p>Delete clause 13.5.1 and replace it with the following:</p> <p>13.5.1 The maximum amount of compensation payable by the either party in respect of liability under the contract is limited to three times the sum stated in clause 5.4.3 of this document.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>14</b>   | <b>REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| Clause   | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| 14.2     | <p>Delete second paragraph of 14.2 and replace it with the following:</p> <p>Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within fifteen (15) days from the due date.</p> <p>Add sub-clauses 14.5 to 14.14:</p> <p>14.5 The applicable rate for disbursement shall be the latest applicable Department of Public Works' rate of reimbursable expense.</p> <p>14.6 Where reimbursable item is not covered by Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.</p> <p>14.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site.</p> <p>14.8 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.</p> <p>14.9 The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the <b>employer</b>.</p> <p>14.10 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees.</p> <p>14.11 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing.</p> <p>14.12 Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received.</p> <p>14.13 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired.</p> <p>14.14 The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.</p> |
| A9 – A20 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| Clause | Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p><b>SIGNATURE OF THE PARTIES</b></p> <p>Signed at ..... on this the ..... day of .....<b>2024</b></p> <p><b>AS WITNESSES:</b></p> <p>1. _____<br/>For and on behalf of the <b>Employer: (insert name of the GM)</b>, in his/her capacity as the General Manager.(PMSU)</p> <p>2. _____<br/>For and on behalf of the <b>Employer: (insert name of the EH)</b>, in his/her capacity as the Executive Head (PMSU)</p> <p>Signed at ..... on this the ..... day of .....<b>2024</b></p> <p><b>AS WITNESSES:</b></p> <p>3. _____</p> <p>4. _____</p> <p>For and on behalf of the <b>Service provider: (insert name of the signatory)</b>, in his/her capacity as (insert capacity), who hereby confirm that he/she is</p> |

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

This Special Condition of Contract shall form part of the Main Contract between the Employer and the Service provider.

#### **ADDITIONS TO THE MAIN CONTRACT AND THE CONTRACT DATA**

##### **C1.3.1 CONSORTIUM CONTRACT**

- a) Should the Consortium Contract be dissolved or any of the Consortium partner pull out the Consortium Contract for any reasons whatsoever, the Employer hereby reserves its right to terminate the contract with immediate effect.
- b) Should one Consortium partner pull out of the Consortium contract and the replacement Consortium partner does not meet or better the BBBEE threshold of the previous, the IDT shall be entitled to cancel the contract with immediate effect.

##### **C1.3.2 CONTRACT SKILLS DEVELOPMENT GOAL**

**It will be a condition of contract that:**

The professional service provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.



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## Part C2: PRICING DATA

## C2.1 Pricing Instructions

### C2.1.1 Basis of remuneration, method of bidding and estimated fees.

Professional fees are calculated based on the full professional services as indicated in the Financial Proposals (T2. B11.1 to T2. B11.4), the remuneration for services is as per the indicated apportionment as per the applicable work stages in the Financial Proposals and Part C3 Scope of Services.

- C2.1.2.1 Professional fees for Civil Engineering Services will be paid based of the current Government Gazette ***ECSCA rates as per Rates as per Gazette 44333 of 2021***. The relevant alterations factors should apply, considering that we are implementing a renovations and alterations project.
- C2.1.2.2 Professional fees for Mechanical Engineering Services will be paid based of the current Government Gazette ***ECSCA rates as per Rates as per Gazette 44333 of 2021***. The relevant alterations factors should apply, considering that we are implementing a renovations and alterations project.
- C2.1.2.3 Professional fees for Occupational Health and Safety Services will be paid based of the current Government Gazette ***SACPCMP as detailed in the SACPCMP BOARD NOTICE 167 OF 2019, for the Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Government Gazette of Health and Safety discipline)***.

The estimated construction cost of the project:

|                                           |                 |
|-------------------------------------------|-----------------|
| <b>ESTIMATED PROJECT VALUE (Inc. VAT)</b> | R 89 806 932.00 |
| <b>ESTIMATED PROJECT VALUE (Exc. VAT)</b> | R 78 092 984.30 |

- C2.1.2.4 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.2 herein will be paid in full.
- C2.1.2.5 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will be paid as specified in C2.3 herein.
- C2.1.1.6 The professional service provider shall determine the CSDG, in the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

## **C2.2 Typing, printing and duplicating work and forwarding charges**

### **C2.2.1 Reimbursable rates**

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Service providers Guidelines"; item 1.

### **C2.2.2 Typing and duplicating**

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

**C2.2.3 Typing and duplicating expenses** shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

**C2.2.4 The typing of correspondence**, appendices and covering letters are deemed to be included in the fees.

## **C2.3 Travelling and subsistence arrangements and tariffs of charges**

### **C2.3.1 General**

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

The traveling disbursement cost will only be considered from the respective company regional office based in Cape Town of the Western Cape province.

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**C2.3.2 Hired vehicles**

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 2500 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

**NOTE: The IDT has decided to cap discounts at 20%** to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services. **If the bidder offers a discount of more than 20%, the bidder will be disqualified.**

## Part C3: SCOPE OF SERVICES

### C3.1.1 SCOPE OF SERVICES APPLICABLE TO THE CIVIL ENGINEER

1. The Service Provider shall provide **professional services as detailed in the ECSA rates as per Rates as per Gazette 44333 of 2021, where applicable** and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.
2. The Service Provider shall provide suitably qualified, experienced personnel registered with ECSA as **Professional Engineering Technologist or higher (Civil)**, to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
3. Service providers will be appointed for stages 1,2 & 4.2, and will be expected to perform all activities and submit all deliverables as described in the relevant Government Gazette, from the **ECSA Gazette No. 44333 of 2021**.

#### Stage 1 – Inception

(Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, and establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.)

- a) Assist in developing a clear project brief.
- a) Attend project initiation meetings.
- b) Advise on procurement policy for the project.
- c) Advise on the rights, constraints, consents and approvals.
- d) Define the scope of services and scope of work required.
- e) Conclude the terms of the agreement with the client.
- f) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- g) Determine the availability of data, drawings and plans relating to the project.
- h) Advise on criteria that could influence the project life cycle cost significantly.
- i) Provide necessary information within the agreed scope of the project to other consultants involved.

#### Deliverables:

Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- a) Agreed scope of services and scope of work.
- b) Signed agreement.
- c) Report on project, site and functional requirements.
- d) Schedule of required surveys, tests, analyses, site and other investigations.
- e) Schedule of consents and approvals within related timeframes.

#### Stage 2 – Preliminary Design: Concept and Viability

(Defined as: Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability study/ assessment of the project.)

Following the client's instructions to proceed with the development of preliminary proposals or the basic planning of the project, comprising all or any of the following:

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- a) Agree documentation programme with principal consultant and other consultants involved.
- b) Attend design and consultants' meetings.
- c) Establish the concept design criteria.
- d) Prepare initial concept design and related documentation.
- e) Advice to the client as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the client's expense. This advice is to be presented by the consulting engineer based on the interpretation of the results of these tests and investigations including geotechnical and/or foundation investigations, in a report containing recommendations to be applied to and incorporated in designs. The consulting engineer will also take the environmental management plan into account for the full life cycle of the project.
- f) Preparation and submission to the client of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the client.
- g) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- h) Establish access, utilities, services and connections required for the design of the project.
- i) Coordinate design interfaces with other consultants involved.
- j) Prepare process designs (where required), preliminary designs including preliminary drawings and plans, and related documentation for approval by authorities and client, including costing of the aforementioned.
- k) Provide cost estimates and life cycle costs including financial implications and preliminary programmes.
- l) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

#### **Deliverables:**

Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- a) Concept design report.
- b) Schedule of required surveys, tests and other investigations and related reports.
- c) Process design report.
- d) Preliminary design report.
- e) Cost estimates, concept and viability reports which include all or any of the above.

#### **Stage 4 – Documentation and Procurement**

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the **project**.)

- a) Attend design and consultants' meetings.
- b) Prepare and finalise specifications, schedule of quantities and preambles for the works.
- c) Submission of priced document with a detailed estimate, capital and life cycle costs, financial implications and programmes for implementation of the works.
- d) Reaffirm detailed cost estimates and adjust designs and documents if necessary to remain within approved budget.
- e) Prepare and finalise the procurement strategy for contractor(s) or assist the principal consultant where relevant.
- f) Prepare documentation for contractor procurement.
- g) Assist in calling for tenders/bids and/or negotiation of prices and/or assist the principal consultant where relevant.

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- h) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- i) Assist in the evaluation of tenders/bids.
- j) Assist with the preparation of contract documentation for signature.
- k) Assess samples and products for compliance and design intent.
- l) Advice to the client on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.
- m) Placing orders for the works on behalf of the client.

#### **Deliverables:**

Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

- a) Finalised Specifications.
- b) Service co-ordination.
- c) Detail design drawings.
- d) Tender/bid documentation.
- e) Tender/bid evaluation and report.
- f) Tender/bid recommendation.
- g) Priced contract documentation.

#### **NOTE: CIVIL ENGINEERING INVESTIGATION TO COVER**

This Task Based Deliverable involves the scope of work for the sub-contracted Professional Registered **Civil Engineer** which amongst others includes:

Provide Civil Engineering inputs and advice to the project team taking consideration of the Department's preferences outlined in the Civil Engineering Manual (PW 347/2012). These include the water supply, sewage disposal, storm water and management, waste management, roads parking and platforms.

- Provisional *status quo* (existing) condition assessment the civil infrastructure service.
- Preparation and submission of civil engineering report detailing the following requirements amongst others:

#### ***Water supply, sewage disposal, storm water and management, waste management, roads parking and platforms***

- Preliminary calculations for the total wet services infrastructure requirements for the proposed scheme development, with particular reference to water demand (including fire water demand), sewerage collection/discharge and storm water collection/disposal (incl. retention pond requirements, if applicable).
- Providing particular recommendations on the provision of civil engineering services to the development.
- Preliminary detailed cost calculation/s, for the total scheme development requirements, for the provision of planned on-site wet services infrastructure.
- Obtain formal confirmation from the applicable municipality about its ability to develop and deliver civil engineering infrastructure services. Further ascertain estimates for bulk services contribution costs and timelines for the provision of bulk civil engineering services.
- Proposed engineering services layout e.g. proposed positions of plant, retention dams and ponds (if any required).

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- Calculation and certification of the 1:100 year flood line on the completed concept and layout plan proposed for the implementation of the master plan. A separate report will be required for the flood-line calculation.
- Attend all project meetings as and when required.

This Tasked Base Deliverable involves the scope of work for the sub-contracted **Transportation or Traffic Engineer** which amongst others includes:

- Undertake traffic impact assessment by:
    - Assessing the current status of traffic flow and management in the for all modes of transport including pedestrians. This should be done through traffic counts.
    - Prepare mapping showing current situation of traffic flow, parking and infrastructure.
  - Prepare a traffic impact statement report.
  - Respond to all traffic related matters in all processes of the master plan development.
  - Attend all project meetings as and when required.
4. The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

**Civil Engineering Profession**

| Civil Engineering Profession (Building Projects)<br>Work Stages | Portion of Fees |                                               |
|-----------------------------------------------------------------|-----------------|-----------------------------------------------|
|                                                                 | As per Gazette  | Professional Services relevant to this tender |
| <b>Stage 1:</b> Inception                                       | 5%              | <b>5%</b>                                     |
| <b>Stage 2 :</b> Concept and Viability (Concept Design)         | 25%             | <b>25%</b>                                    |
| <b>Stage 3 :</b> Design Development                             | 25%             | <b>25%</b>                                    |
| <b>Stage 4 :</b> Documentation and Procurement                  | 15%             | <b>15%</b>                                    |
| <b>Stage 5 :</b> Construction                                   | 25%             | <b>25%</b>                                    |
| <b>Stage 6 :</b> Closure                                        | 5%              | <b>5%</b>                                     |
| <b>TOTAL -</b>                                                  | 100%            | <b>100%</b>                                   |

5. The Professional Service Provider will be appointed for the duration of the specific work packages as described under item 3.1.5, which incorporates any necessary project related extensions. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project

### C3.1.6 SCOPE OF SERVICES APPLICABLE TO THE MECHANICAL ENGINEER

1. The Service Provider shall provide **professional services as detailed in the ECSA rates as per Rates as per Gazette 44333 of 2021**, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.
2. The Service Provider shall provide suitably qualified, experienced personnel registered with ECSA as **Professional Engineering Technologist or higher (Mechanical)**, to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
3. Service providers will be appointed for stages 1,2 & 4.2, and will be expected to perform all activities and submit all deliverables as described in the relevant Government Gazette, from the **ECSA Gazette No. 44333 of 2021**.

#### Stage 1 – Inception

(Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, and establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.)

- a) Assist in developing a clear project brief.
- b) Attend project initiation meetings.
- c) Advise on procurement policy for the project.
- d) Advise on the rights, constraints, consents and approvals.
- e) Define the scope of services and scope of work required.
- f) Conclude the terms of the agreement with the client.
- g) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- h) Determine the availability of data, drawings and plans relating to the project.
- i) Advise on criteria that could influence the project life cycle cost significantly.
- j) Provide necessary information within the agreed scope of the project to other consultants involved.

#### Deliverables:

Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- k) Agreed scope of services and scope of work.
- l) Signed agreement.
- a) Report on project, site and functional requirements.
- b) Schedule of required surveys, tests, analyses, site and other investigations.
- c) Schedule of consents and approvals within related timeframes.

#### Stage 2 – Preliminary Design: Concept and Viability

(Defined as: Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability study/ assessment of the project.)

Following the client's instructions to proceed with the development of preliminary proposals or the basic planning of the project, comprising all or any of the following:

- a) Agree documentation programme with principal consultant and other consultants involved.
- b) Attend design and consultants' meetings.

USER CLIENT

EMPLOYER

- c) Establish the concept design criteria.
- d) Prepare initial concept design and related documentation.
- e) Advice to the client as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the client's expense. This advice is to be presented by the consulting engineer based on the interpretation of the results of these tests and investigations including geotechnical and/or foundation investigations, in a report containing recommendations to be applied to and incorporated in designs. The consulting engineer will also take the environmental management plan into account for the full life cycle of the project.
- f) Preparation and submission to the client of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the client.
- g) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- h) Establish access, utilities, services and connections required for the design of the project.
- i) Coordinate design interfaces with other consultants involved.
- j) Prepare process designs (where required), preliminary designs including preliminary drawings and plans, and related documentation for approval by authorities and client, including costing of the aforementioned.
- k) Provide cost estimates and life cycle costs including financial implications and preliminary programmes.
- l) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

**Deliverables:**

Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- a) Concept design report.
- b) Schedule of required surveys, tests and other investigations and related reports.
- c) Process design report.
- d) Preliminary design report.
- e) Cost estimates, concept and viability reports which include all or any of the above.

**Stage 4 – Documentation and Procurement**

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the **project**.)

- a) Attend design and consultants' meetings.
- b) Prepare and finalise specifications, schedule of quantities and preambles for the works.
- c) Submission of priced document with a detailed estimate, capital and life cycle costs, financial implications and programmes for implementation of the works.
- d) Reaffirm detailed cost estimates and adjust designs and documents if necessary to remain within approved budget.
- e) Prepare and finalise the procurement strategy for contractor(s) or assist the principal consultant where relevant.
- f) Prepare documentation for contractor procurement.
- g) Assist in calling for tenders/bids and/or negotiation of prices and/or assist the principal consultant where relevant.
- h) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.

#### USER CLIENT

#### EMPLOYER

- i) Assist in the evaluation of tenders/bids.
- j) Assist with the preparation of contract documentation for signature.
- k) Assess samples and products for compliance and design intent.
- l) Advice to the client on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.
- m) Placing orders for the works on behalf of the client.

#### Deliverables:

Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:

- n) Finalised Specifications.
- a) Service co-ordination.
- b) Detail design drawings.
- c) Tender/bid documentation.
- d) Tender/bid evaluation and report.
- e) Tender/bid recommendation.
- f) Priced contract documentation.

4. The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

#### Mechanical Engineering Profession

| Mechanical Engineering Profession (Building Projects)<br>Work Stages | Portion of Fees |                       |
|----------------------------------------------------------------------|-----------------|-----------------------|
|                                                                      | As per Gazette  | Professional Services |
| <b>Stage 1:</b> Inception                                            | 5%              | 5%                    |
| <b>Stage 2 :</b> Concept and Viability (Concept Design)              | 15%             | 10%                   |
| <b>Stage 3 :</b> Design Development                                  | 20%             | 25%                   |
| <b>Stage 4 :</b> Documentation and Procurement                       | 20%             | 15%                   |
| <b>Stage 5 :</b> Construction                                        | 35%             | 35%                   |
| <b>Stage 6 :</b> Closure                                             | 5%              | 10%                   |
| <b>TOTAL</b>                                                         | 100%            | 100%                  |

5. The Professional Service Provider will be appointed for the duration of the specific work packages as described under item 3.1.5, which incorporates any necessary project related extensions. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project.

### C3.1.7 SCOPE OF SERVICES APPLICABLE TO THE HEALTH AND SAFETY CONSULTANT

1. The Service Provider shall provide **professional services as detailed in the SACPCMP BOARD NOTICE 167 OF 2019, for the Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Government Gazette of Health and Safety discipline)**, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.
2. The Service Provider shall provide suitably qualified, experienced personnel registered with SACPCMP as **Professional Health and Safety Manager or higher**, to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
3. Service providers will be appointed for stages 1 to 6, and will be expected to perform all activities and submit all deliverables as described in the relevant Government Gazette.
4. The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

#### Construction Health and Safety Profession

| Construction Health and Safety Profession (Building Projects)<br>Work Stages | Portion of Fees |                       |
|------------------------------------------------------------------------------|-----------------|-----------------------|
|                                                                              | As per Gazette  | Professional Services |
| <b>Stage 1:</b> Inception                                                    | 5%              | <b>5%</b>             |
| <b>Stage 2 :</b> Concept and Viability (Concept Design)                      | 20%             | <b>20%</b>            |
| <b>Stage 3 :</b> Design Development                                          | 20%             | <b>20%</b>            |
| <b>Stage 4 :</b> Documentation and Procurement                               | 10%             | <b>10%</b>            |
| <b>Stage 5 :</b> Construction                                                | 40%             | <b>40%</b>            |
| <b>Stage 6 :</b> Closure                                                     | 5%              | <b>5%</b>             |
| <b>TOTAL</b>                                                                 | 100%            | <b>100%</b>           |

5. The Professional Service Provider will be appointed for the duration of the specific work packages as described under item 3.1.5, which incorporates any necessary project related extensions. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project.

### **C3.1.9 PROJECT SCOPE**

The Scope of Work outlined below is preliminary and will need to be adjusted based on the outcomes from the Conditional Assessment Report which is to be completed at the hand of the Professional Service Provider. Approval of the change to the Scope of Work will follow the FIDPIM process requiring formal approval from the client.

#### **SCOPE INCLUSIONS**

The scope of the project includes the following:

- 15 admin offices
- 5 Classrooms to accommodate 30 learners
- Workshops (Skills to be confirmed by the Department per centres)
- 1 ICT lab
- 1 Counselling Suite
- 1 Exercise field
- 1 Office Building (only in the CLC located in)
- Recreational facilities
- Psychosocial facilities
- Storage space/Strong Room for examinations
- Early Childhood Centres
- Sustainable Water storage capacity
- Sustainable Back up power
- Refuse collection yard
- Fixed furniture
- ICT Connections / Telephone
- Access controls (access cards, CCTV)
- Security office / Control Room
- Perimeter fencing
- Movable Furniture's
- ICT Equipment (Computers / Laptops / Etc.)
- Specialised equipment to include three years' maintenance contract

#### **Exclusions:**

- Building Operations and Maintenances

## **C3.2 GENERAL REQUIREMENTS**

### **C3.2.1 Services**

The Services required shall generally be all professional services as defined in the Government Gazette for stage 1 to 6, unless otherwise reduced in writing.

The Service Provider shall be instructed by the Employer in writing to undertake specific assignments as additional services in terms of the contract as and when required during the contract period.

### **C3.2.2 Location**

The project is situated in Western Cape at

House Rosendal,  
Old Faure Road, Mfuleni,  
Cape Town, 7100

(Google Coordinates: -34.01700,18.69431)

### **C3.2.3 Project Programme**

The Service Provider shall prepare a detailed programme for the performance of the Service which shall be approved by the Employer. The programme shall be in sufficient detail to monitor the Service Providers performance.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

### **C3.2.4 Reporting Requirements and Approval Procedure**

The Service Provider shall submit monthly progress reports, cost reports, cash flows and labour reports on the agreed date over and above site and technical meeting minutes required.

Notwithstanding any other requirements, the Service Provider shall submit a monthly report covering progress (programme, delays, scope change, critical path, etc.), costs (expenditure, cash flow, variation orders, etc.), milestones, socio economic achievements (number of jobs created, use of SMMEs, interns, etc.), challenges and achievements.

### **C3.2.5 Safety**

The Service Provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant OHS legislation.

### **C3.3 SOFTWARE APPLICATION FOR PROGRAMMING**

The Service Provider must avail himself of software to be used for compatibility with the Employers software before undertaking the work utilising the software. The Service Provider shall at its costs convert data files to a format compatible with the Employers software if it chooses to utilise software different from that used by the Employer. No additional compensation will be considered for this activity.

### **C3.4 USE OF REASONABLE SKILL AND CARE**

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties.

During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.

### **C3.5 COMPLIANCES WITH STANDARDS AND REGULATIONS**

The implementation of works should be executed in compliance with:

- National building Regulations and Building Standard Act
- Relevant SANS Standards
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI

## Part C4: PROJECT AND SITE INFORMATION

### COMPLIANCES WITH STANDARDS

The refurbishment of the building should be executed in compliance with:

- National building Regulations and Building Standard Act
- National Building Regulations, SANS 10400
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI
- No. 36849 Government Gazette, 20 September 2013, General Notices, notice 943 of 2013, National Norms and Standards Relating to Environmental Health in Terms of National Health Act, 2003 (Act No. 61 of 2003)

### SITE INFORMATION

House Rosendal,  
Old Faure Road, Mfuleni,  
Cape Town, 7100

(Google Coordinates: -34.01700,18.69431)

## Part C5: NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to comply with these requirements or part thereof will result in your proposal being excluded from the evaluation process.

- a) This Terms of Reference (TOR) does not constitute an offer or recommendation to enter into such transaction.
- b) The IDT reserves the right to amend, modify or withdraw this TOR if deemed necessary.
- c) Short-listed companies might be invited to present and discuss details of their proposals.
- d) Neither the IDT nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a bid in response to the expression of interest.
- e) No entity may be involved, whether directly or indirectly, in more than one bid in response to this TOR. A failure to comply with this requirement will result in disqualification of the relevant entity.
- f) The IDT and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.
- g) All Bids submitted to the IDT will become the property of the IDT and will as such not be returned to the Bidder unless if received after the closing date and time. The IDT will make all reasonable efforts to maintain bids in confidence. Proprietary information should be identified as such in each bid.
- h) Evaluation of bids will be carried out by a Bid Evaluation Committee (BEC). The Evaluator(s) will, if necessary, contact Bidders to seek clarification of any aspect of the bid.
- i) The validity period of this bid is ninety (90) days from the closing date.
- j) Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest, and indicate how such a conflict would be avoided.
- k) This document is confidential and should not be distributed to any non-bidding party without the proper authorization of the IDT.
- l) This document is released for the sole purpose of responding to this TOR and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- m) All bids must be formulated and submitted in accordance with the requirements of this TOR.
- n) The service provider will be required to sign confidentiality contracts with the IDT.
- o) Consortium are encouraged; however, the transfer of skills and partnerships should be demonstrated in the proposals.
- p) The bidder should demonstrate how it intends assisting in building the capacity of the local community and how it will transfer skills to such persons.
- q) Please note that Bid Offer is synonymous to Request for Proposals in this document.

- r) Service providers who are blacklisted by any statutory body will, under no circumstances, be considered for this project/s

#### **DISCLAIMER**

**The IDT reserves the right:**

- not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal.
- not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.