

INDEPENDENT DEVELOPMENT TRUST



**Procurement of Procurement of Professional Health and Safety
Services for Diepkloof Community Learning Centre project.**

BID DOCUMENT

BID REF NO: DHET01GAUN001-OHS

29 August 2023

PREPARED BY:

Independent Development Trust
IDT Pretoria Office
Glenwood Office Park
Corn. Oberon & Sprite Ave.
Faerie Glen, Pretoria
0081

BIDDER NAME:

CSD NO:

COMPANY REGISTRATION NO:

CONTACT PERSON:

TEL:

EMAIL ADDRESS:

Bid Document to Procure Occupational Health and Safety Professional Service. This document contains the Terms of Reference, the Bid Data, the Returnable Documents, the Special Condition of Bid, and the Contract Data.

Contents

| | |
|---|------------------------------|
| PART T1: BIDDING PROCEDURES | 3 |
| T1.1 TENDER NOTICE AND INVITATION TO SUBMIT PROPOSALS | 3 |
| T1.2 BID DATA | 6 |
| T1.2.1 Background | 6 |
| T1.2.2 Bid Details | 7 |
| T1.2.3 Evaluation Procedure | 10 |
| PART T2.1: RETURNABLE DOCUMENTS | 14 |
| PART T2.2 RETURNABLE SCHEDULE | 16 |
| T2.A1 AUTHORITY TO SIGN A BID | 17 |
| T2.A2 FIRM'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS OR AFFIDAVIT AND A TRADE NAME IF A SOLE PROPRIETOR | 54 |
| T2.A3 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE) | 20 |
| T2.A4 Copy of the Professional Registration for Health and Safety with the South African Council for the Project and Construction Management Professions of at least one Director | 21 |
| T2.A5 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL CERTIFIED COPIES OF THEIR IDS | 55 |
| T2.A6 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS | 22 |
| T2.A7 COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION CERTIFICATE or TENDER LETTER FROM DEPARTMENT OF LABOUR | 23 |
| T2.A8 SBD 1 INVITATION TO BID | 24 |
| T2.A11 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS | 35 |
| T2.A12.1 FINANCIAL PROPOSAL | 36 |
| T2.A12.3 SUMMARY OF FINANCIAL PROPOSAL | Error! Bookmark not defined. |
| IMPORTANT NOTES - DISBURSEMENTS | 41 |
| T2.A13 SIGNED CONFIDENTIALITY AGREEMENT | 42 |
| T2.B14 B-BBEE CERTIFICATE | Error! Bookmark not defined. |
| T2.B15: FIRM'S EXPERIENCE ON SIMILAR PROJECTS | 45 |
| T2.B16.1 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES | 46 |
| T2.B16.2 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES | 47 |
| T2.B16.3 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES | 48 |
| T2.B16.4 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES | 49 |
| T2.B17 KEY PERSONNEL ASSIGNED TO THE WORK | 50 |
| T2.B18.1 Key Personnel 1: CURRICULUM VITAE OF KEY PERSONNEL | 51 |
| T2.B18.2 Key Personnel 2: CURRICULUM VITAE OF KEY PERSONNEL | 52 |
| T2.B19: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES | 53 |
| T2.C22 CENTRAL SUPPLIER DATABASE | 56 |
| T2.C23 TAX COMPLIANCE LETTER WITH A UNIQUE PIN | 57 |
| PART C1: CONTRACT | 58 |
| C1.1 FORM OF OFFER | 59 |
| C1.2 BID CONTRACT DATA | 61 |
| C1.3 SPECIAL CONDITIONS OF CONTRACT | 74 |
| PART C2: PRICING DATA | 75 |
| C2.1 PRICING INSTRUCTIONS | 75 |
| C2.2 TYPING, PRINTING AND DUPLICATING WORK AND FORWARDING CHARGES | 75 |
| C2.3 TRAVELLING AND SUBSISTENCE ARRANGEMENTS AND TARIFFS OF CHARGES | 76 |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| | | |
|-----------------|--|-----------|
| PART C3: | SCOPE OF SERVICES | 77 |
| C3.1 | PROFESSIONAL SERVICE PROVIDER'S OBJECTIVES | 77 |
| C3.1.1 | <i>Project Scope</i> | 78 |
| C3.2 | GENERAL REQUIREMENTS..... | 79 |
| C3.3 | SOFTWARE APPLICATION FOR PROGRAMMING | 80 |
| C3.4 | USE OF REASONABLE SKILL AND CARE | 80 |
| C3.5 | COMPLIANCES WITH STANDARDS AND REGULATIONS | 80 |
| PART C4: | PROJECT AND SITE INFORMATION | 81 |
| PART C5: | NOTES TO BIDDERS | 83 |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

Part T1: BIDDING PROCEDURES

Independent Development Trust

BID NO.: DHET01GAUN001-OHS

T1.1 Tender Notice and Invitation to Submit Proposals

A CALL FOR PROFESSIONAL SERVICE PROVIDERS TO SUBMIT PROPOSAL TO PROVIDE PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY SERVICES FOR DIEPKLOOF COMMUNITY LEARNING CENTRE

Independent Development Trust hereby calls for professional health and safety service providers to submit proposals for health and safety professional services for new facility at Diepkloof Community Learning Centre

Only professional service providers who are registered with the South African Council for the Project and Construction Management Professions (SACPCMP) and have at least one (1) of director/s registered as a professional health and safety **agent**, are eligible to submit a proposal. 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.

PHASE ONE

MANDATORY COMPULSORY REQUIREMENTS

1. Authority to Sign a Bid
2. Signed Joint Venture Agreement or Consortium Agreement where applicable
3. Professional Registration as **Professional Construction Health and Safety Agent (PrCHSA)** with the **SACPCMP of at least one (1) director**.
4. Valid professional Indemnity Not less than R5 000 000
5. Valid COIDA or Letter Good Standing with the Department of Labour (Sole Proprietor without employees are expected to submit from the DOL a **Tender Letter** for a Sole Proprietor)
6. Signed Priced Financial Offer.
7. Signed Form of Offer.
8. Confirmation of Receipt of Addenda to Bid Documents where applicable.

MANDATORY ADMINISTRATIVE REQUIREMENTS

9. Fully completed and signed: Invitation to Bid (**SBD 1**)
10. Fully completed and signed: Bidders Disclosure (**SBD 4**)
11. Fully completed and signed: Preference Points Claim Form in terms of Preferential Procurement Regulations 2022 (**SBD 6.1**)

Failure to submit any of the above documents / requirements shall result in disqualification of the bid.

- (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.
- (iii) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

PHASE TWO

| FUNCTIONALITY CRITERIA | POINTS ALLOCATION |
|--|-------------------|
| A. Experience of the company on similar projects not older than 10 years | 40 Points |
| B. Evaluation Schedule: Key Personnel | |
| B1. Qualifications | 10 Points |
| B2. Experience | 20 Points |
| B3. Professional registration | 30 Points |
| TOTAL | 100 Points |

PHASE THREE: PREFERENTIAL POINT SYSTEM

Only competent bidders 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 2022.

In order to claim and be awarded preferential points, bidders must submit full CSD report, Company Registration Document (CIPC) indicating company directors, shareholders certificates if applicable, certified ID copies of company director/s and proof of disability if applicable.

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

All Enquiries may be addressed in writing to **DHET01GAUN-Tenders@idt.org.za**. The IDT response to bidders will be received until the **22nd September 2023**

Documents will be available from the e-tender (National Treasury portal) and from the IDT website from **29th August 2023**.

The Physical Address delivery of Tender documents is IDT Pretoria Office:

Independent Development Trust,
Glenwood Office Park
Cnr. Oberon and Sprite Street
Faerie Glen
Pretoria
0182

Bidders should fill out the tender register at a time and date the tender is dropped off in the tender box.

The closing time of Bids is 29th September 2023 at 12:00 PM.

Telegraphic, telephonic, telex, facsimile, e-mail, and late Bids **WILL NOT** be accepted.

Requirements for 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.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

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:

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T1.2.1 Background

T1.2 BID DATA

The Independent Development Trust (IDT) as an implementing agent for the Department of Higher Education and Training (DHET), received an instruction to implement the new Facility for Diepkloof Community Learning Centre at the existing land.

The Independent Development Trust (IDT) received an instruction from The Department of Higher Education and Training (DHET) on 09th January 2023, to and implement the new Diepkloof Community Learning Centre. This programme is focused on the implementation of the new facility at the existing Diepkloof Community Learning Centre premise.

The scope defined for this project was based on the brief received from DHET on the site visit dated 15th May 2023.

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 bids for goods and services, to do evaluations 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).



MAIN CLIENT



IMPLEMENTING AGENT

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.

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.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause number | Bid Data |
|---------------|--|
| F.1.1 | The employer is Independent Development Trust |
| F.1.2 | <p>The Bid Documents issued by the Employer comprise the following documents:</p> <p>Volume 1 - THE BID</p> <p>Part T1: Bidding procedures T1.1 - Bid notice and invitation to bid T1.2 - Bid data</p> <p>Part T2 : Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>Volume 2 - THE CONTRACT</p> <p>Part C1: Contracts and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Special Conditions of Contract</p> <p>Part C2: Pricing data C2.1 - Pricing instructions</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p> <p>Part C5: Notes to Bidders C5 - Notes to Bidders</p> |
| F.1.4 | <p>The employer's representatives are:</p> <p>Name: Ms. Linnet Barnes and Ms. Millicent Mogari.</p> <p>Address: Independent Development Trust, Glenwood Office Park, Cnr Oberon and Sprite Street, Faerie Glen, Pretoria, 0182</p> <p>Email: DHET01GAUN-Tenders@idt.org.za</p> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| | |
|----------|--|
| F.2.1 | <p>Bid offers will only be accepted if the bidders have the following:</p> <p>Comply with the compulsory requirements:</p> <ol style="list-style-type: none"> 1. Authority to Sign a Bid 2. Signed Joint Venture Agreement or Consortium Agreement where applicable 3. Professional Registration as Professional Construction Health and Safety Agent (PrCHSA) with the SACPCMP of at least one (1) director. 4. Valid professional Indemnity Not less than R5 000 000 5. Valid COIDA or Letter Good Standing with the Department of Labour (Sole Proprietor without employees are expected to submit from the DOL a Tender Letter for a Sole Proprietor) 6. Signed Priced Financial Offer. 7. Signed Form of Offer. 8. Confirmation of Receipt of Addenda to Bid Documents where applicable. <p>Fully complete and sign the administrative documents below:</p> <ol style="list-style-type: none"> 12. Fully completed and signed: Invitation to Bid (SBD 1) 13. Fully completed and signed: Bidders Disclosure (SBD 4) 14. Fully completed and signed: Preference Points Claim Form in terms of Preferential Procurement Regulations 2022 (SBD 6.1) |
| F.2.7 | A compulsory briefing meeting will NOT take place. |
| 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: Reception: Independent Development Trust Pretoria Office</p> <p>Physical address: Independent Development Trust, Glenwood Office Park, Cnr Oberon and Sprite Street, Faerie Glen, Pretoria, 0182</p> <p>Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.</p> |
| F.2.13.5 | <p>Identification details:</p> <p>Bid reference number: BID No. DHET01GAUN001-OHS Title of Bid: PROCUREMENT OF HEALTH AND SAFETY CONSULTANT FOR DIEPKLOOF COMMUNITY LEARNING CENTRE</p> <p>Closing date: 29th September 2023 at 12:00 PM.</p> |
| F.2.13.6 | A two-envelope procedure is not applicable. |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T1.2.3 Evaluation Procedure

| | |
|----------|--|
| F.2.13.9 | Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers WILL NOT 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 90 days from the closing date |
| F.3.4 | There will not be any public opening of Bids Tender received will be published on the IDT website (www.idt.or.za) |
| F.3.11.3 | The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2017, please refer to T1.2.3 for details: 1) 90/10 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R50 000 000.00 or 2) 80/20 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 |
| F.3.11.5 | Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details. |
| F.3.13.1 | The employer reserves the right: <ul style="list-style-type: none"> to award the contract in whole or in part to the successful bidder or not to award the bid at all. not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment. |
| F.3.17 | The number of paper copies of the signed contract to be provided by the employer is one. |

Bid evaluation will be conducted as per the stages below:

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

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) and **Table two (2)** 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 6 months from the closing date.

Table 1: List of Returnable Compulsory Documents

| Item | Description of Compulsory Returnable Document |
|------|--|
| 1. | Authority to Sign a Bid |
| 2. | Signed Joint Venture Agreement or Consortium Agreement where applicable |
| 3. | Professional Registration as Professional Construction Health and Safety Agent (PrCHSA) with the SACPCMP of at least one (1) director. |
| 4. | Valid professional Indemnity Not less than R5 000 000 |
| 5. | Valid COIDA or Letter Good Standing with the Department of Labour (Sole Proprietor without employees are expected to submit from the DOL a Tender Letter for a Sole Proprietor) |
| 6. | Signed Priced Financial Offer. |
| 7. | Signed Form of Offer. |
| 8. | Confirmation of Receipt of Addenda to Bid Documents where applicable. |

Table 2: List of Returnable Administrative Documents

| Item | Description of Compulsory Returnable Document |
|------|--|
| 9. | Fully completed and signed: Invitation to Bid (SBD 1) |
| 10. | Fully completed and signed: Bidders Disclosure (SBD 4) |
| 11. | Fully completed and signed: Preference Points Claim Form in terms of Preferential Procurement Regulation 2022 (SBD 6.1) |

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 two (2) below, specifies in detailed the functionality/technical criteria to be considered under the evaluation.

Table 3: Summary of Functionality /Quality Criteria

| Functionality Criteria | | Points Allocation |
|------------------------|---|-------------------|
| A | Experience of company on similar projects not older than 10 years | 40 |
| B1 | Qualifications of the key assigned personnel | 10 |
| B2 | Experience of Key assigned personnel | 20 |
| B3 | Professional registration with South African Council for the Project and Construction Management Professions as Professional Construction Health and Safety Agent (PrCHSA) | 30 |
| TOTAL POINTS | | 100 |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

A. EVALUATION SCHEDULE: FIRM'S EXPERIENCE ON SIMILAR PROJECTS

Relevant Experience on Similar Construction Projects (40 points):

Points are allocated for relevant experience relating to *health and safety professional services on refurbishment/renovations/upgrade projects above R20 million completed in the past 10 years*. In support bidders are to complete the "Project Experience" returnable schedule and attach copies of:

- (a) Letters of Appointment (10 points)
- (b) Signed and stamped reference forms or a reference letter with relevant information as per (30 points)

(Evaluation schedule: experience on similar projects references) hereto attached from the Employer confirming completion of such a project, (as per returnable schedule **T2.B15** and **T2.B16**)

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

Table 4: Evaluation sub-criteria: Firm's Experience on Similar Projects (30 points)

| A1 - Evaluation sub-criteria: Firm's Experience on Similar Projects (30 points) | | |
|--|----------------------|-----------------------|
| Sub Criteria | Category | Points Awarded |
| Bidder has not provided evidence of experience on similar project involving health and safety consulting works in the past 10 years and supported by contactable references. | Not submitted | 0 |
| Bidder has executed and completed at least 1 project involving health and safety consulting works in the past 10 years and supported by contactable references (Appointment Letter & Reference Letter) | Poor | 10 |
| Bidder has executed and completed at least 2 projects involving health and safety consulting works in the past 10 years and supported by contactable references (Appointment Letters & Reference Letters) | Fair | 20 |
| Bidder has executed and completed at least 3 projects involving health and safety consulting works in the past 10 years and supported by contactable references (Appointment Letters & Reference Letters) | Good | 30 |
| Bid has executed and completed no less than 4 or more projects involving health and safety consulting works in the past 10 years and supported by contactable references (Appointment Letters & Reference Letters) | Very Good | 40 |

B. EVALUATION SCHEDULE: KEY PERSONNEL (60 points)

Qualification, Professional Registration and Experience of key personnel (60 points):

Points are allocated for Health and Safety professional qualifications in Safety and Risk Management, professional registration, and experience of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit the following: Updated Curriculum Vitae **not older than 1 month** together with **certified proof of qualifications** and **copy of professional registration with SACPCMP** (as per returnable schedule **T2.B17 and T2.B18**) Note that the IDT will verify the validity of the professional registration on the SACPCMP website during the evaluations.

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

Table 5: B1 - Qualifications of proposed key personnel (10 points)

| Name of Proposed Key Personnel (Same as table 5 and 6) | Qualification in Safety and Risk Management (10 points) | |
|---|--|------------------|
| | Bachelor's degree of Higher | National Diploma |
| 1. Allocated Resource | 10 | 4 |
| Subtotal number of points | 10 | 4 |

Table 6: B2 _ Evaluation sub-criteria: Experience of proposed key personnel (20 points)

| Name of Proposed Key Personnel (Same as table 4 and 6) | Experience of proposed key personnel on Health and Safety profession (20 points) | | | |
|---|--|---------------------|---------------------|--------------------|
| | Between 1 - 4 Years | Between 5 - 6 Years | Between 7 - 9 Years | 10 Years and above |
| 1. Allocated Resource | 7 | 10 | 14 | 20 |
| Subtotal number of points | 7 | 10 | 14 | 20 |

Table 7: B3 _ Evaluation sub-criteria: Professional Registration with SACPCMP of key personnel (30 points)

| Name of Proposed Key Personnel (Same as table 5 and 6) | Professional Construction Health and Safety Agent (PrCHSA) | None |
|---|--|----------|
| 1. Allocated Resource | 30 | 0 |
| Subtotal number of points | 30 | 0 |

Part T2.1: Returnable Documents

T2.A “Compulsory Returnable and Administrative Documents”

Compulsory Returnable and Administrative 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 Compulsory Returnable Document | Yes /No |
|---------|---|---------|
| T2. A1 | Authority to Sign a Bid | |
| T2. A2 | Joint Venture Agreement or Consortium Agreement where applicable | |
| T2. A3 | Professional Registration as Professional Construction Health and Safety Agent (PrCHSA) with the SACPCMP of at least one (1) director. | |
| T2. A4 | Valid professional Indemnity of R5 000 000 | |
| T2. A5 | Valid COIDA or Letter Good Standing with the Department of Labour (Sole Proprietor without employees are expected to submit from the DOL a Tender Letter for a Sole Proprietor) | |
| T2. A6 | Fully completed and signed: Invitation to Bid (SBD 1) | |
| T2. A7 | Fully completed and signed: Bidders Disclosure (SBD 4) | |
| T2. A8 | Fully completed and signed: Preference Points Claim Form in terms of Preferential Procurement Regulation 2022 (SBD 6.1) | |
| T2. A9 | Confirmation of Receipt of Addenda to Bid Documents where applicable. | |
| T2. A10 | Signed Priced Financial Offer | |
| T2. A11 | Signed Confidentiality Agreement | |
| T2. A12 | Completed and signed Form of Offer (attached in page 59) | |

T2.B 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.

| REQUIRED DOCUMENTS ATTACHED/COMPLETED FOR EVALUATION | | Yes /No |
|--|---|---------|
| T2. B1 | Experience of health and safety company on similar projects not older than 10 years (a) Letters of Appointment (b) Signed and stamped reference forms or a reference letter with relevant information | |
| T2. B2 | Key personnel assigned to the project: CV, Qualification, Experience, Professional registration | |
| T2. B3 | Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor | |
| T2. B4 | List of all shareholder's directors with Original certified copies of their IDs (no older than 6 months from the tender closing date) | |
| T2. B5 | Central Supplier Database (CSD Full Report) | |
| T2. B6 | Tax Compliance Letter with a unique pin | |



MAIN CLIENT



IMPLEMENTING AGENT

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

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.A1 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..... (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)

DATE:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....
DATE

C. PARTNERSHIP

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

We, the 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

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

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/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:

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

E. CO-OPERATIVE

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY

AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

F. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a bid.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the Company..... acting in the capacity of lead JV partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANISATION.....

ADDRESS:

.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:

SIGNATURE**DATE:**

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC



MAIN CLIENT



IMPLEMENTING AGENT

T2. A2 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE)

*Attached hereto is a signed certified copy of our **signed** Joint Venture Contract. Our failure to submit the copy with our bid document will lead to the conclusion that there is no joint venture contract, and as such, our bid will be disqualified*

(Attach the signed joint venture contract here)

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC



MAIN CLIENT



IMPLEMENTING AGENT

T2.A3 COPY OF THE PROFESSIONAL REGISTRATION AS PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (PrCHSA) WITH THE SOUTH AFRICAN COUNCIL FOR THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS OF AT LEAST ONE DIRECTOR.

Attached hereto is the Copy of the Professional Registration as Professional Construction Health and Safety Agent (PrCHSA) with the South African Council for the Project and Construction Management Professions (SACPCMP) of at least one (1) Company Director/s. Failure to submit the foresaid documentation will lead to disqualification.

(Copy of the Professional Registration as Professional Construction Health and Safety Agent “PrCHSA” with the South African Council for the Project and Construction Management Professions to be inserted here)

T2. A4 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS

Valid proof of Professional Indemnity Insurance cover for minimum of R 5 000 000.00 or twice your professional fees, whichever is highest. The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.

(Attached hereto are my / our copies of professional indemnity insurance documents from a licenced Financial Service Provider. 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. A5 COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION CERTIFICATE or TENDER LETTER FROM DEPARTMENT OF LABOUR

*Attached hereto is a Valid COIDA or Letter Good Standing with the Department of Labour (Sole Proprietor without employees are expected to submit from the DOL a **Tender Letter** for a Sole Proprietor)*

(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.A6 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: | DHET01GAUN001-OHS | | CLOSING DATE: | 26 29 September 2023 | CLOSING TIME: 12:00H |
| DESCRIPTION | Procurement of Health and Safety Professional Services for Diepkloof Community Learning Centre project | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| IDT PRETORIA OFFICE | | | | | |
| Glenwood Office Park | | | | | |
| Corn. Oberon & Sprite Ave. | | | | | |
| Faerie Glen, Pretoria | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Millicent Mogari | | CONTACT PERSON | Ms Linnet Barnes | |
| TELEPHONE NUMBER | 012 845 2000 | | TELEPHONE NUMBER | 012 845 2000 | |
| FACSIMILE NUMBER | - | | FACSIMILE NUMBER | - | |
| E-MAIL ADDRESS | DHET01GAUN-TENDERS@IDT.ORG.ZA | | Email: DHET01GAUN-TENDERS@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] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [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 [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [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. | | | | | |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.A7 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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:

.....
.....

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

3 DECLARATION

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

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

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

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.A8 SBD 6.1

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS | |
|--|------------|------------|
| PRICE | 90 | 80 |
| SPECIFIC GOALS | 10 | 20 |
| TARGETED GROUP | | |
| Women Ownership | 3 | 6 |
| Youth Ownership | 3 | 6 |
| People with Disabilities Ownership | 2 | 4 |
| Black People Ownership | 2 | 4 |
| Total points for Price and SPECIFIC GOALS | 100 | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

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

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

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.

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 (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Women | 3 | 6 | | |
| Youth | 3 | 6 | | |
| People with Disabilities | 2 | 4 | | |
| Black | 2 | 4 | | |

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the 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;

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC



MAIN CLIENT

IMPLEMENTING AGENT

- (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.A9 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 No. | DATE | TITLE OR DETAILS |
|--------------|------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

SIGNATURE

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.A10.1 FINANCIAL PROPOSAL

The Bidder shall attach a financial proposal Professional fee for Health and Safety Services and will be paid based on the Gazette No. 42697, Board Notice 167 of 2019. Although government gazetted rates will apply, pricing may be a factor in determining the suitability of the proposal regarding the services to be provided. The estimated scope of work for these services are stipulated in the tables below. Together with the professional fees the disbursement fees should be attached assuming 2 (two) meetings per month using the current Department of Public Works reimbursable schedule.

| Health and Safety Services Pertaining to Diepkloof Community Learning Centre |
|--|
| 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. |
| Project: Diepkloof Community Learning Centre in Gauteng province |
| Professional Fee (Gazette No. 42697, Board Notice 167 of 2019) |

Table 1 _ Project Value relevant to the scope of services for Diepkloof CLC

| | |
|---------------------------------|-----------------|
| PROJECT VALUE (Inc. VAT) | R 89 806 931.84 |
| PROJECT VALUE (Exc. VAT) | R 78 092 984.21 |

PROFESSIONAL FEE CALCULATION:

PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT BASED ON Government Gazette: SACPCMP BOARD NOTICE 167 OF 2019 Gazette No. 42697 in terms of clause 7,2 and 11

| COST BRACKET | FROM | TO | PRIMARY FEE | ADD % | ON BALANCE OVER |
|--|--------------|--------------|-------------|-------|-----------------------|
| 3 | R 40 000 000 | R 80 000 000 | R 1 166 309 | 2,41% | R 40 000 000 |
| Primary Fee | | | | | R 1 166 309 |
| Secondary Fee | R 10 000 000 | | 2,41% | | R 918 040.92 |
| Basic Full Professional Fees | | | 100% | | R 2 084 349.92 |
| Factor for Alteration (Clause 11 of the Gazettes) | | | + 25,00% | | R 521 087.48 |
| Total Fees including Factor | | | 125% | | R 2 605 437.40 |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

Table 2 _ Proportioning of the Fee

| PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT SERVICES PROVIDED PARTIALLY OR IN STAGES | Portion of Fees | |
|---|--|--------------------------|
| | As per Gazette (Not relevant to this tender) | Professional Services |
| Stage 1: Inception | 5% | 5% |
| Stage 2 : Concept and Viability (Concept Design) | 20% | 15% |
| Stage 3 : Design Development | 20% | 15% |
| Stage 4 : Documentation and Procurement | 10% | 10% |
| Stage 5 : Construction | 40% | 40% |
| Stage 6 : Closure | 5% | 15% |
| TOTAL | 100% | 100% |

Table 3_ Total Fee & Disbursement Offer

| ITEM | APPLICABLE WORK STAGES | % | FEE PER WORK STAGE (EXCL VAT) |
|------|--|-------------|----------------------------------|
| A. | Stage 1 (Inception) | 5% | R 130 271.87 |
| B. | Stage 2 (Concept and Viability) | 15% | R 390 815.61 |
| C. | Stage 3 (Design Development) | 15% | R 390 815.61 |
| D. | Stage 4 (Documentation and Tender) | 10% | R 260 543.74 |
| E. | Stage 5 (Construction and Supervision) | 40% | R 1 042 174.96 |
| F. | Stage 6 (Close Out) | 15% | R 390 815.61 |
| G. | Total Professional Fee (Excl. VAT) (Sum Items A - F) | 100% | R 2 605 437.40 |
| H. | Overall Discount Offered (%) | % | % |
| I. | Overall Discount Offered (Item G x Item H) | | R |
| J. | Total Discounted Fee (Excl. VAT) (Item G – Item I) | | R |
| K. | Disbursement Budget (Detailed Disbursement Proposal) | | R |
| L. | Total Fee + Disbursements (Excl. VAT) (Sum Items J + K) | | R |
| M. | VAT (15%) applied to Item L | | R |
| N. | Total Offer (Incl VAT) (Item L + Item M) | | R |

TENDERES NAME: _____

PRINT FULL NAMES: _____

SIGNATURE

DATE

(Duly authorised to sign on behalf of the tenderer)

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

DETAILED DISBURSEMENT PROPOSAL

The Detailed Disbursement proposal include the following:

| Description | Disbursement Costs (Exc. Vat) |
|--|-------------------------------|
| Travelling: Mileage & Time (Table D1) | |
| Subsistence Allowance (Table D2) | |
| Accommodation (if Applicable) (Table D3) | |
| (B)TOTAL ESTIMATED DISBURSEMENT COST CARRIED TO T2.A12.1 FINANCIAL PROPOSAL | |

MAIN CLIENT

IMPLEMENTING AGENT

| 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. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL | | | | | | | | | | | | | |
| NOTE: 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 | | | | | | | | | | | | | |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

Table D2. Subsistence Allowance (Excluding VAT)

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

Table D3. Accommodation (if Applicable)

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

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

IMPORTANT NOTES - DISBURSEMENTS

1. Travelling to the site should be planned for two trips per month. For more than two trips per month, formal approval should be granted by Programme Manager (proof of written approval to be attached)
2. Extra project supervision/urgent meetings required must be approved after the submission of a written motivation by the Consultant.
3. Recommended vehicle maximum engine capacity is 2500cc (Claims for vehicles more than 2500cc will not be paid).
4. Disbursement Plans in line with project work must be approved by Programme Implementation Manager and the Programme Manager.
5. Distances from office of appointment as located in the nearest town, to project site will be strictly monitored by use of Google Maps.
6. PSPs are encouraged to suggest methods that will realise savings on disbursements (visits to more than one project per day and travelling in Teams using one Vehicle).
7. Fees claimed as disbursements must have Fee appraisals/Quotations for scope of work to be done by the engaged PSP/Sub-PSP (e.g., Geotech, Social Facilitation, Land surveying, etc).
8. Disbursements for work by engaged PSP/Sub-PSP to be attached as per the template (e.g., Geotech, Social Facilitation, Land surveying, etc).
9. Disbursement rates for all disciplines will be as per the Department of Public Works' "Rates for reimbursable expenses", download

link:http://www.publicworks.gov.za/PDFs/consultants_docs/2013/1305Rate.pdf.
10. Unrealistic and over-stated Disbursement forecasts/estimates on printing, typing, photocopying, etc will not be considered.
11. Submission of disbursement plans without the Google Maps print-out of route and mileage will not be considered.
12. The format of this template is designed to ensure standardisation and uniformity across the IDT, and it is not to be amended or changed without prior permission from the IDT.
13. Maximum of two key personnel should claim per trip to the project site.

T2.A11 SIGNED CONFIDENTIALITY AGREEMENT

The consultant acknowledges that confidential information has been and will be provided to the consultant and that each item of confidential information shall be governed by the terms of this agreement. The consultant, including its management and staff, must before commencement of the contract, sign a non-disclosure agreement regarding confidential information and will be required to complete a security clearance for each resource participating on this project.

1. For the purposes of this agreement "confidential information" means:

- 1.1 Unless specified in writing to the contrary by the contracting authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies of drawings, site layouts thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the contracting authority, the supply of goods under the contract and all and any information supplied or made available to the consultant (to include employees, agents, subcontractors and other suppliers) for the purposes of the contract(s); and
- 1.2 All information which has been derived or obtained from information described in subparagraph 1.1

2. Save as may be required by law, the consultant agrees in respect of the confidential information:

- 2.1 To treat such confidential information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 2.2 Not, without the prior written consent of the contracting authority, to communicate or disclose any part of such confidential information to any person except:
 - i To those employees, agents, subcontractors, and other suppliers on a need-to-know basis; and/or
 - ii To the consultant's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the confidential information in connection with the business of the consultant provided always that the consultant shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the confidential information and that they owe a duty of confidence to the contracting authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this agreement.

3. The consultant undertakes:

- 3.1 To comply with all directions of the contracting authority with regard to the use and application of all and any confidential information or data.
- 3.2 To comply with all directions as to local security arrangements deemed reasonably necessary by the contracting authority including, if required, completion of documentation under the relevant authority and comply with any vetting requirements of the contracting authority including by police authorities;
- 3.3 Upon termination of the contract for whatever reason to furnish to the contracting authority all confidential information or at the written direction of the contracting authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the contracting authority) confidential information in its possession and shall erase any confidential information held by the contractor in electronic form. the contractor will upon request furnish a certificate to that effect should the contracting authority so request in writing. for the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
- 3.4 To comply with the requirements of data protection law and such guidelines as may be issued by the data protection commissioner from time to time.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

4. The consultant shall not obtain any proprietary interest or any other interest whatsoever in the confidential information furnished to him by the contracting authority and the contractor so acknowledges and confirms.
5. The consultant shall, in the performance of the contract, access only such hardware, software, infrastructure, or any part of the databases, data or ict system(s) of the contracting authority as may be necessary for the purposes of the project (and obligations thereunder or arising therefrom) and only as directed by the contracting authority and in the manner agreed in writing between the parties.
6. The consultant agrees that this agreement will continue in force notwithstanding any court order relating to the project or termination of the contract (if awarded) for any reason.
7. The consultant agrees that this agreement shall in all aspects be governed by and construed in accordance with the laws of south Africa and the contractor hereby further agrees that the courts of south Africa have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this agreement.

***Please note that this is a compulsory returnable document**

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Full Name of bidder or his or her representative:

Identity Number:

Position occupied in the Company (director, shareholder etc.):

Company Registration Number:

Tax Reference Number:

VAT Registration Number:

Signature:

Date:

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

REQUIRED RETURNABLE QUALITY /FUNCTIONALITY EVALUATION DOCUMENTS



MAIN CLIENT



IMPLEMENTING AGENT

T2.B1: FIRM'S EXPERIENCE ON SIMILAR PROJECTS The Bidder shall provide details of their relevant experience on refurbishment/renovations/upgrade projects above R20 million completed in the past 10 years. In support tenderers are to complete the "Project Experience" returnable schedule below and attach thereto certified copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates.

| PROJECT NAME | BRIEF PROJECT DESCRIPTION | Employer Details | | | PROJECT VALUE (Including VAT) | START DATE | COMPLETION DATE |
|--------------|---------------------------|------------------|-----------|-------|-------------------------------|------------|-----------------|
| | | Name | Telephone | Email | | | |
| A | | | | | | | |
| B | | | | | | | |
| C | | | | | | | |
| D | | | | | | | |
| E | | | | | | | |
| F | | | | | | | |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.B1.1.1 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.

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 school, renovation of clinic):

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|----------------|-------|--------------------------|
| Very Good | 5 | |
| Good | 4 | |
| Satisfactory | 3 | |
| Poor | 2 | |
| Not Acceptable | 1 | |

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:

STAMP

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

T2.B1.1.2 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.

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 school, renovation of clinic):

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|----------------|-------|--------------------------|
| Very Good | 5 | |
| Good | 4 | |
| Satisfactory | 3 | |
| Poor | 2 | |
| Not Acceptable | 1 | |

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:

STAMP

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

T2.B1.1.3 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.

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 school, renovation of clinic):

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|----------------|-------|--------------------------|
| Very Good | 5 | |
| Good | 4 | |
| Satisfactory | 3 | |
| Poor | 2 | |
| Not Acceptable | 1 | |

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:

STAMP

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

T2.B1.1.4 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.

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 school, renovation of clinic):

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

| DESCRIPTION | SCORE | TICK APPROPRIATE SCORING |
|----------------|-------|--------------------------|
| Very Good | 5 | |
| Good | 4 | |
| Satisfactory | 3 | |
| Poor | 2 | |
| Not Acceptable | 1 | |

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:

STAMP

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.B2 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. | Key Person Name | Proposed Function | Professional Registration | Years of Experience |
|-----|-----------------|-------------------|---------------------------|---------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

T2.B2.1 Key Personnel 1: CURRICULUM VITAE OF KEY PERSONNEL



IMPLEMENTING AGENT

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

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

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

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC



MAIN CLIENT



IMPLEMENTING AGENT

T2.B2.2 Key Personnel 2: CURRICULUM VITAE OF KEY PERSONNEL

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

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

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

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

T2.B2.3: 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 Health and Safety 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 (Health and Safety); and
- 3) Professional registration with SACPCMP as Health and Safety Agent 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 postgraduate / 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 | |



MAIN CLIENT



IMPLEMENTING AGENT

**T2. B3 FIRM'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS OR AFFIDAVIT AND A TRADE NAME IF A SOLE
PROPRIETOR**

Attached hereto is my / our 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 not score points in the specific goals.

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

T2.B4 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL CERTIFIED COPIES OF THEIR IDS

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders/director's ID. Failure to submit the foresaid documentation will lead to not score points in the specific goals.

(List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholder's/director's ID to be inserted here)



MAIN CLIENT



IMPLEMENTING AGENT

T2.B5 CENTRAL SUPPLIER DATABASE

(Attached hereto is my / our Central Supplier Database 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.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC



MAIN CLIENT



IMPLEMENTING AGENT

T2.B6 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.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC



MAIN CLIENT



IMPLEMENTING AGENT

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: BID NO: DHET01GAUN001-OHS

**PROCUREMENT OF PROFESSIONAL HEALTH AND SAFETY SERVICES FOR
DIEPKLOOF COMMUNITY LEARNING CENTRE PROJECT.**

C1.1 Form of Offer and Acceptance

Offer

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

**APPOINTMENT OF PROFESSIONAL HEALTH AND SAFETY SERVICES FOR DIEPKLOOF
COMMUNITY LEARNING CENTRE AT GAUTENG 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.A12.3 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:

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

C1.1.1 Schedule of Deviations

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

1. Subject

Details

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

2. Subject

Details

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

3. Subject

Details

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

4. Subject

Details

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

5. Subject

Details

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

C1.2 Bid Contract Data

The Service Provider is advised to read the Professional Services Contract 3rd 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**.

APPOINTMENT OF PROFESSIONAL HEALTH AND SAFETY SERVICES FOR DIEPKLOOF COMMUNITY LEARNING CENTRE PROJECT.

C1.2.1 Data Provided by the Employer

| Clause | Amendments |
|--|---|
| Form of Offer and Acceptance Page 22-23 | Delete this template and replace it with the Form of Offer contain in the Bid Document under C1.1 |
| Schedule of Deviation Page 24 | Delete this template and replace it with the Schedule of deviation contain in the Bid Document under C1.1.1 |
| 1 | <p>DEFINITIONS</p> <p>Delete and replace the following to the Clause 1 “Definitions”:</p> <p>Contract Shall include the latest CIDB Standard Professional Services Contract, 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>Scope of Work Shall be, over and above the services specified in Part C3 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>Add the following definitions under Clause 1 “Definitions”:</p> <p>Base Town 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>Confidential Information 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> |

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------|---|
| | <p>Duration of the Contract: 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> <p>Force Majeure: 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>Signature Date: Means the date of signing this Contract by the last Party</p> |
| 3.7 | <p>CONFIDENTIAL INFORMATION</p> <p>Delete and replace Clause 3.7 with the following:</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 3.7.1 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 3.7.5 below.</p> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------|--|
| | <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 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 3.7.2 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 3.7.2.</p> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------------|---|
| 3.8 | VARIATIONS |
| 3.8.4 | <p>Add clause 3.8.4</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 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> |
| 3.8.5 | <p>Add clause 3.8.5</p> <p>3.8.5 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>PENALTY</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 de 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>EMPLOYER'S OBLIGATIONS</p> <p>Add sub-clause 4.7, 4.8 and 4.9</p> <p>4.7 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>4.8 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>4.9 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> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|------------|--|
| 5 | SERVICE PROVIDER'S OBLIGATIONS |
| 5.3 | <p>Designated Representative</p> <p>Add sub clauses 5.3.1:</p> <p>5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with the SACPCMP as Health and safety agent.</p> |
| 5.4 | <p>Insurance to be taken by the Services Provider</p> <p>Add sub clauses 5.4.3 to 5.4.7:</p> <p>5.4.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity in the amount of at least R5 000 000.00 (Five Million Rand) or twice your estimated fees, whichever is the highest, 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 In the case of a Consortium or Joint Venture, each member of the Consortium or a Joint Venture 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> |
| 5.5 | <p>Service Provider 's actions requiring Employer's prior approval</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> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|------------------|---|
| 5.8 | <p>Registration with the Central Supplier Database</p> <p>Add clause 5.8</p> <p>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.</p> |
| 8.4 | <p>TERMINATION</p> <p>FORCE MAJEURE</p> <p>Delete sub-clause 8.3.3</p> |
| 8.4.1(c) | Amend default notice period from 30 days to 14 days. |
| 8.4.1(d) | <p>Delete clause 8.4.1(d) and replace it with the following:</p> <p>(d) In the event that either party: -</p> <ul style="list-style-type: none"> i. commits an act of insolvency; or ii. is placed under a provisional or final winding-up or judicial management order; or iii. is placed under or applied for business rescue; or 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 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 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) | <p>Add clause 8.4.1(f) with the following:</p> <p>(d) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.</p> |
| 8.4.2 | Amend default notice period from 30 days to 14 days. |
| 8.4.4 | <p>Delete clause 8.4.4 and replace it with the following:</p> <p>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.</p> |
| 8.4.6 | <p>Add Clause 8.4.6</p> <p>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 –</p> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------|--|
| | <p>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</p> <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> |
| 8.4.7 | <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"> i. it is capable of being remedied, but is not so remedied within the Notice Period; or 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. |
| 8.4.8 | <p>Add Clause 8.4.8</p> <p>8.4.8 Should Employer give notice of termination of this Contract in terms of this clause 8.4 then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.</p> |
| 8.5 | <p>SUSPENSION</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> |

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------|---|
| 9 | <p>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</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> <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>SUCCESSION AND ASSIGNMENT</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>RESOLUTION OF DISPUTES</p> |
| 12.1 | <p>Settlement</p> <p>Delete clause 12.1 and replace it with the following clauses:</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 12.3 and 12.4 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> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------|--|
| 12.2 | <p>12.2 Negotiation</p> <p>Delete sub-clause 12.2 (Mediation) and replace it with the following clauses:</p> <p>12.2.1 Should any dispute, disagreement claim arises 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>12.3 Mediation</p> <p>Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses:</p> <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 12.1.2 above or submission of dispute to arbitration in accordance with clause 12.4 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> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|--------|---|
| 12.4 | <p>12.4 ARBITRATION</p> <p>Delete sub-clauses 12.4 and replace it with the following clauses</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 12.2 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 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 12.4 (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 12 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 12.4.1 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,</p> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|-------------|--|
| | <p>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> |
| 13 | LIABILITY |
| 13.4 | <p>Duration of Liability</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> |
| 13.5 | <p>Limit of compensation</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> |
| 14 | REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER |
| 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>1.8 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> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

IMPLEMENTING AGENT

| Clause | Amendments |
|----------|--|
| | <p>1.9 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 employer.</p> <p>1.10 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>1.11 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>1.12 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>1.13 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>1.14 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 | |
| | <p>SIGNATURE OF THE PARTIES</p> <p>Signed at on this the day of2023</p> <p>AS WITNESSES:</p> <p>1. _____</p> <p>For and on behalf of the Employer: (insert name of the RGM), in his/her capacity as the Regional General Manager.</p> <p>2. _____</p> <p>For and on behalf of the Employer: (insert name of the PM), in his/her capacity as the Programme or Portfolio Manager.</p> <p>Signed at on this the day of2023</p> <p>AS WITNESSES:</p> <p>3. _____</p> <p>4. _____</p> <p>For and on behalf of the Service provider: (insert name of the signatory), in his/her capacity as (insert capacity), who hereby confirm that he/she is</p> |

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

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 JOINT VENTURE CONTRACT

- a) Should the Joint Venture Contract be dissolved or any of the JV partner pull out the JV Contract for any reasons whatsoever, the Employer hereby reserves its right to terminate the contract with immediate effect.
- b) Should one JV partner pull out of the JV contract and the replacement JV 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 SUBCONTRACTING

- a) A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level than the person concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

C1.3.3 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.43495 of 3 July 2020.

C1.3.4 PERFORMANCE AND TERMINATION CONDITIONS FOR WP03

- a) The service provider will note that there will be performance conditions for the implantation of WP03, based on the performance review outcomes for WP02. This will be linked to possible terminations conditions due to poor performance.
- b) There will be termination conditions to be linked to non-availability of budget from the client and/or to poor performance by the professional service provider.

Part C2: PRICING DATA

C2.1 Pricing Instructions

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

- C2.1.1.1 Professional fees for Health and Safety Services will be paid based of the current Government Gazette **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 relevant alterations factors should apply, considering that we are implementing a renovations and alterations project.

The estimated construction cost of the projects:

| Project | Value of works (Exc VAT) | Project Stages Applicable |
|--|-----------------------------|------------------------------|
| Construction of Diepkloof Community Learning Centre | R 89 806 931.84 | Stage 1-6 |

This is a provisional appointment subject to budget availability. Implementation of this portion of work will be confirmed when the client (DHET) has made clear there is budget availability.

The professional service provider shall waive any rights to claim deferment cost in the case the project is not implemented.

- C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.2 herein will be paid in full.
- C2.1.2.4 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.
- C2.1.2.5 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.

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

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 considering 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.

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.

C2.3.3 This must be read in conjunction with the Returnable schedule T2.A11 IMPORTANT NOTES – DISBURSEMENTS

Part C3: SCOPE OF SERVICES

C3.1 Professional Service Provider's Objectives

- 3.1.1 The objective of this bid is to invite and appoint suitable Professional Service Providers that can provide and maintain a professional service to the Independent Development Trust (IDT), Western Cape Regional Office to successfully implement all stages of the project from inception to close out.
- 3.1.2 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.
- 3.1.3 The Service Provider shall provide suitably qualified, experienced personnel registered with SACPCMP as **Health and Safety Agent**, to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
- 3.1.4 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.
- 3.1.5 The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

Health and Safety Profession

| Health and Safety Profession (Building Projects) Work Stages | Applicable % for the relevant scope of service |
|---|--|
| Stage 1: Project Initiation and Briefing – 5% | 5% |
| Stage 2: Concept and Feasibility – 15% | 15% |
| Stage 3: Design Development – 15% | 15% |
| Stage 4: Tender Documentation and Procurement – 10% | 10% |
| Stage 5: Construction Documentation and Management – 40% | 40% |
| Stage 6: Project Close Out – 15% | 15% |

- 3.1.6 The Professional Service Provider will be appointed for the duration of the project as described, 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.

C3.1.1 Project Scope

1. DESCRIPTION OF THE WORKS

The scope of work defined for this project will focus on the full centre including demolitions of existing structure. The scope defined for this project was based on the brief received from DHET in the site visit dated 15 May 2023.

1.1 SCOPE OF WORK (INCLUSIONS)

2.2.1. The scope of the project will include but is not limited to the following

2.2.2. Structural & Architectural Works

2.2.3. Electrical & Electronic Works

2.2.4. Electronic Works (Integrated Security Systems)

2.2.5. Mechanical Works

2.2.6. Fire Prevention

2.2.7. Plumbing Works

2.2.8. Furniture

2.2.9. Fixed furniture

2.2.10. Loose Furniture

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 Diepkloof Community Learning Centre in Gauteng Province

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.

C3.2.6 Skills Development Requirements

The professional service provider shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts (March 2020)

A1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

MAIN CLIENT

IMPLEMENTING AGENT

A1.3 The specified number of employees of the state will be provided by the employer in a form of a list for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

A1.4 Where the contract is part of a Strategic Infrastructure Project (SIPs) the contractor will be required to report to the Presidential Infrastructure Coordinating Council through the respective SIP Skills Coordinators linked to the office of the SIP Coordinator, using the approved PICC reporting template.

A2 SANCTIONS

A2.1 Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

A2.2 Reference should be made to the CIDB Practice Note to be published on methodologies and mechanisms to be adopted for sanctions on contractors who fail to comply with the provisions of the Standard.

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 execution 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)
- Project Five Star 2012, Specifications for New and Existing Police Cells by the South African Police Service
- Correctional Services Regulations 2004 as amended on 25 April 2012

PROJECT SERVICES

The following list encompasses the service that will be required of the Health and Safety Consultant, this to be read in conjunction with the stage guide lines and deliverables schedule as prescribe by the SACPCMP government gazette for Health and Safety Profession:

- Final construction project tender health and safety specifications
- Records of construction project health and safety procurement process
- Construction project health and safety tender evaluation and records
- Finalised schedule of construction project health and safety cost estimate/budget
- Construction project health and safety contract documentation
- Construction project health and safety mobilisation and access plans
- Design risk management records
- Record of construction project health and safety risk communication
- Construction project health and safety documentation for authorities
- Evaluation schedule of samples / mock-ups and products
- Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments
- Permits to commence construction work
- Record of meetings, including all construction health and safety matters to be actioned
- Record of revised changes to the construction project health and safety risk profiles
- Record of revised changes to the construction project health and safety specifications
- Record of revised changes and commissioning of the construction project health and safety plans
- Record of revised construction project health and safety cost estimate/budget
- Records of design risk management
- Record of construction project health and safety audit reports
- Record of contractor(s) construction health and safety performance
- Record of construction project health and safety work stoppage reports
- Record of incident and accident investigations and corrective actions
- Record of interactions with the Compensation Commissioner or similar
- Record of construction health and safety system and plans reviews
- Record of construction project health and safety risk communication

BID NO: DHET01GAUN001-OHS:

Procurement of Health and Safety consultant for Diepkloof CLC

MAIN CLIENT

- Interim health and safety file
- Structure commissioning health and safety plans
- Record of audits during the defects liability period
- Record of construction health and safety risk communication
- Report on approved health and safety file
- Health and safety operations and maintenance report
- Consolidated construction project health and safety close-out report

SITE INFORMATION

Diepkloof Community Learning Centre in Gauteng Province.

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) Bidders will be required to fill in an IDT "Supplier Questionnaire Service providers" once they are awarded (IDT will provide).
- e) 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.
- f) 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.
- g) 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.
- h) All Bids submitted to the IDT will become the property of the IDT and will as such are not 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.
- i) 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.
- j) The validity period of this bid is ninety (90) days from the closing date.
- k) 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.
- l) This document is confidential and should not be distributed to any non-bidding party without the proper authorization of the IDT.
- m) 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.
- n) All bids must be formulated and submitted in accordance with the requirements of this TOR.
- o) The service provider will be required to sign confidentiality contracts with the IDT.
- p) Consortiums/Joint ventures are encouraged; however, the transfer of skills and partnerships should be demonstrated in the proposals.
- q) 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.
- r) Please note that Bid Offer is synonymous to Request for Proposals in this document.
- s) 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