

INDEPENDENT DEVELOPMENT TRUST



Procurement of Quantity Surveyor Professional Services for Brandvlei Correctional Facility

Bid Document

Bid Ref No:

IDT-DCS06WCAN001QS-2022

17/06/2022

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

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Part T1: BIDDING PROCEDURES



Independent Development Trust

BID NO.: IDT-DCS06WCAN001QS-2022

1.1 T1.1 Tender Notice and Invitation to Submit Proposals

A CALL FOR PROFESSIONAL SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR QUANTITY SURVEYOR PROFESSIONAL SERVICES UNDER THE REFURBISHMENT PROJECT AT OLD BRANDVLEI CORRECTIONAL FACILITY IN THE WESTERN CAPE.

Independent Development Trust hereby calls for professional quantity surveyor service providers to submit proposals for quantity surveyor professional services under the refurbishment project at the Old Brandvlei Correctional Facility in the Western Cape.

Only professional service providers who are registered with the South African Council for the Quantity Surveying Professions (SACQSP) and have at least 51% of directors registered as a **Professional Quantity Surveyor**, 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 REQUIREMENTS/ DOCUMENTATION

1. Authority to Sign a Bid
2. Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor
3. Notarised Joint Venture Agreement or Consortium Agreement where applicable
4. Professional Registration as Professional Quantity Surveyor with the SACQSP of the director/s (as per code of conduct of council, and where there is none, at least 51% share must be owned by registered professionals in the relevant discipline)
5. List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
6. Valid professional Indemnity
7. COIDA or Letter good standing with the Department of Labour (if applicable)
8. SBD 4 Declaration of Interest
9. SBD 6.1 PPPFA regulations claim form
10. Confirmation of Receipt of Addenda to Bid Documents.
11. Signed Priced Financial Offer for WP02
12. Signed Priced Financial Offer for WP03
13. Signed Priced Summary of Financial Offer for WP02 & WP03
14. Signed Form of Offer.
15. Signed Confidentiality Agreement.
16. Attendance to the compulsory briefing meeting by relevant personnel.

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	30 Points
B. Evaluation Schedule: Key Personnel	
B1. Qualifications	10 Points
B2. Experience	20 Points
B3. Professional registration	20 Points
C. Technical proposal for execution of the project	10 Points
D. Company locally based	10 Points
TOTAL	100 Points

PHASE THREE: PREFERENTIAL POINT SYSTEM

Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on an 80/20 (Price / B-BBEE) points basis in terms of the Preferential Procurement Policy Framework Act of 2017.

In order to claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate issued by CIPC or a SANAS accredited agency or an Original Sworn Affidavit signed by a Commissioner of Oaths (see criteria below) (Note - An incomplete sworn affidavit will not be acceptable and will not be awarded any points). In cases of a Joint Venture, an original consolidated B-BBEE certificate issued by CIPC or SANAS accredited verification agency will be accepted.

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

A compulsory briefing meeting will take place on site (Department of Correctional Services, Old Brandvlei Correctional Centre, Western Cape GPS Coordinates: 33.724950° S, 19.415723° E) on the **23rd June 2022 at 10h30**.

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

All Enquiries may be addressed in writing by email to: dcs06wctenders@idt.org.za, and queries sent after the **4th July 2022 @17h00**, will not be acknowledged.

Documents will be available from the e-tender (National Treasury portal) and from the IDT website from **17th June 2022**.

The Physical Address delivery of Tender documents is IDT Western Cape Regional Office:
 Independent Development Trust,
 Room 1404, 14th Floor, Customs House,
 Heerengracht Street,
 Foreshore, Cape Town, 8001

Bidders should fill out the tender register at a time and date the tender is dropped off in the tender box. The closing time for receipt of Bids is **11th July 2022 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.

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:

.....

1.2 T1.2 BID DATA

T1.2.1 Background

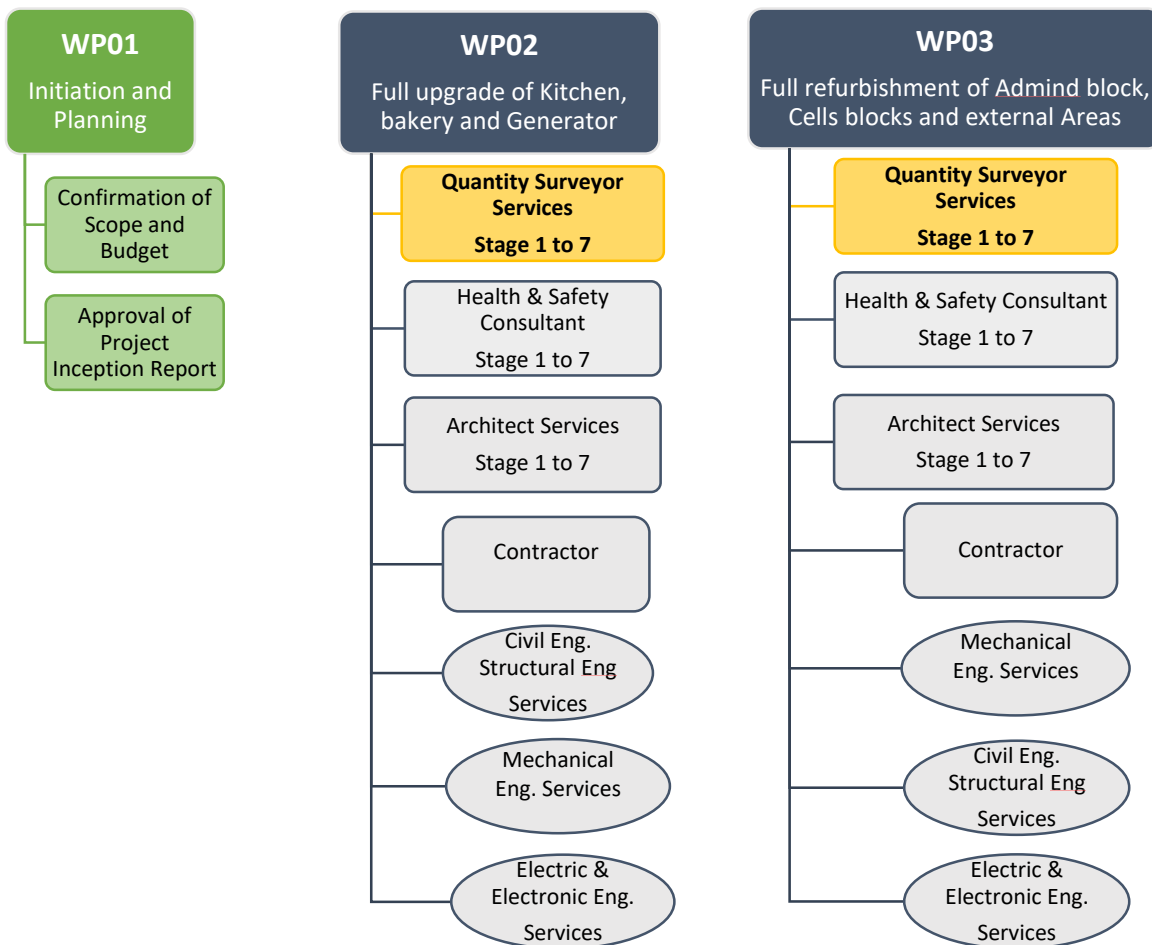
The Independent Development Trust (IDT) as implementing agent for the Department of Correctional Services (DCS), received an instruction to implement the Refurbishment project at the existing Old Brandvlei Correctional Facility.

The Independent Development Trust (IDT) received an instruction from The Department of Correctional Services (DCS) on 15 April 2019, to manage the refurbishment of the Old Brandvlei Max Correctional Centre. This programme is focused on the refurbishment of the full centre including the clinic, the kitchen, the bakery and excluding the 55 single cells previously restored in 2021. The client instructed the IDT to give priority to the implementation of the Kitchen, Bakery and Generator in the current financial year (This is demarcated as WP02)

The scope defined for this project was based on the brief received from DCS on the site visit dated 10 August 2021. The Old Brandvlei Correctional Centre will function under the category of a medium security correctional centre.

WORK BREAKDOWN STRUCTURE

Based on the scope of works, the project was structured in the following work-packages. The project program and the contractual arrangements with the various services providers will be aligned to the work-packaged defined for the project. WP01 has reached full completion, this bid and scope of works is for WP02 and WP03.



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

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

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

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

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.

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>

<p>F.1.4</p>	<p>The employer's agent is:</p> <p>Name: Gregory Africa</p> <p>Address: Independent Development Trust, Room 1404, 14th Floor, Customs House, Heerengracht Street, Foreshore, Cape Town, 8001</p> <p>Email: dcs06wctenders@idt.org.za</p>
<p>F.2.1</p>	<p>Bid offers will only be accepted if the bidder has:</p> <ol style="list-style-type: none"> 1. Authority to Sign a Bid 2. Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor 3. Notarised Joint Venture Agreement or Consortium Agreement where applicable 4. Professional Registration as Professional Quantity Surveyor with the SACQSP of the director/s (as per code of conduct of council, and where there is none, at least 51% share must be owned by registered professionals in the relevant discipline) 5. List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date) 6. Valid professional Indemnity 7. COIDA or Letter good standing with the Department of Labour (if applicable) 8. SBD 4 Declaration of Interest 9. SBD 6.1 PPPFA regulations claim form 10. Confirmation of Receipt of Addenda to Bid Documents. 11. Signed Priced Financial Offer for WP02 12. Signed Priced Financial Offer for WP03 13. Signed Priced Summary of Financial Offer for WP02 & WP03 14. Signed Form of Offer. 15. Signed Confidentiality Agreement. <p>Attendance to the compulsory briefing meeting by relevant personnel.</p>
<p>F.2.7</p>	<p>A compulsory briefing meeting will take place on site (Department of Correctional Services, Old Brandvlei Correctional Centre, Western Cape GPS Coordinates: 33.724950° S, 19.415723° E) on the 23rd June 2022 at 10h30.</p> <p>Tenderers must sign a compulsory attendance register in the name of the tendering entity. Attendance by key personnel forming part of the project team is compulsory. Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register.</p>
<p>F.2.12</p>	<p>Alternative offers are not applicable.</p>
<p>F.2.13.3</p>	<p>Parts of each bid offer communicated on paper shall be submitted as an original and one copy.</p>

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 Western Cape Region</p> <p>Physical address: Independent Development Trust, Room 1404, 14th Floor, Customs House, Heerengracht Street, Foreshore, Cape Town, 8001</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. IDT-DCS06WCAN001HQS-2022</p> <p>Title of Bid: PROCUREMENT OF QUANTITY SURVEYOR FOR OLD BRANDVLEI CORRECTIONAL FACILITY</p> <p>Closing date: 11th July 2022</p> <p>Closing time of the bid: 12:h00 PM</p>
F.2.13.6	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers 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	<p>Bids will be opened in public at 12h00 on 11th July 2022</p> <p>Physical address: Independent Development Trust, Room 1404, 14th Floor, Customs House, Heerengracht Street, Foreshore, Cape Town, 8001</p> <p>Tender received will be published on the IDT website (www.idt.or.za)</p>
F.3.11.3	<p>The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2017, please refer to T1.2.3 for details:</p> <p>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</p> <p>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</p>
F.3.11.5	Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details.
F.3.13.1	<p>The employer reserves the right:</p> <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.

T1.2.3 Evaluation Procedure

Bid evaluation will be conducted as per the stages below:

Stage 1: Eligibility of Bidders.

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

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

Table 1: List of Returnable Compulsory Documents

Item	Description of Compulsory Returnable Document
1.	Authority to Sign A Bid
2.	Company Registration Documents (CIPC)
3.	Notarised Joint Venture Agreement or Consortium Agreement where applicable
4.	Professional Registration as Professional Quantity Surveyor with the SACQSP of the director/s (as per code of conduct of council, and where there is none, at least 51% share must be owned by registered professionals in the relevant discipline)
5.	List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
6.	Valid professional Indemnity
7.	COIDA or Letter good standing with the Department of Labour
8.	SBD 4 Declaration of Interest
9.	SBD 6.1 PPPFA regulations claim form
10.	Confirmation of Receipt of Addenda to Bid Documents.
11.	Signed Priced Financial Offer for WP02
12.	Signed Priced Financial Offer for WP03
13.	Signed Priced Summary of Financial Offer for WP02 & WP03
14.	Signed Form of Offer for WP02 and WP03
15.	Signed Confidentiality Agreement
16.	Attendance to compulsory Briefing Meeting by relevant personnel.

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 2: Summary of Functionality /Quality Criteria

Functionality Criteria		Points Allocation
A	Experience of company on similar projects not older than 10 years	30
B1	Qualifications of the key assigned personnel	10
B2	Experience of Key assigned personnel	20
B3	Professional registration with South African Council for the Quantity Surveying Professions as Professional Quantity Surveyor	20
C.	Technical proposal for execution of the project	10
D	Company locally based	10
TOTAL POINTS		100

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

Relevant Experience on Similar Construction Projects (30 points):

Points are allocated for relevant experience relating to quantity surveyor professional services on refurbishment/renovations/upgrade of (brown field) projects above R20 million completed in the past 10 years. In support bidders are to complete the “Project Experience” returnable schedule and attach thereto scored and signed and stamped reference forms hereto attached from the Employer confirming completion of such a project, certified copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates. (as per returnable schedule T2.B14)

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

Table 3: 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 quantity surveyor consulting works in the past 10 years and supported by contactable references.	Very Poor	0
Bidder has executed and completed less than 3 projects involving quantity surveyor consulting works in the past 10 years and supported by contactable references	Poor	6
Bidder has executed and completed at least 4 projects involving quantity surveyor consulting works in the past 10 years and supported by contactable references	Fair	15
Bidder has executed and completed at least 5 projects involving quantity surveyor consulting works in the past 10 years and supported by contactable references	Good	21
Bid has executed and completed no less than 6 projects involving quantity surveyor consulting works in the past 10 years and supported by contactable references	Very Good	30

B. EVALUATION SCHEDULE: KEY PERSONNEL (50 points)

Qualification, Professional Registration and Experience of key personnel (50 points):

Points are allocated for Quantity Surveyor professional qualifications, 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: Curriculum Vitae together with certified proof of qualifications and professional registration (as per returnable schedule T2.B16)

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

Table 4: B1 - Qualifications of proposed key personnel (10 points)

Name of Proposed Key Personnel (Same as table 5 and 6)	Qualification (10 points)	
	Bachelor of Degree of Higher	National Diploma
1.	7	2
2.	3	2
Subtotal number of points	10	4

Table 5: 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 Quantity Surveyor profession (20 points)			
	Between 1 - 4 Years	Between 5 - 6 Years	Between 7 - 9 Years	10 Years and above
1.	3	5	7	10
2.	3	5	7	10
Subtotal number of points	6	10	14	20

Table 6: B3 _ Evaluation sub-criteria: Professional Registration of key personnel (20 points)

Name of Proposed Key Personnel (Same as table 4 and 5)	Professional Registration		
	Professional QS	Candidate QS	None Pr Registration
1.	10	7	0
2.	10	7	0
Subtotal number of points	20	14	0

C. TECHNICAL PROPOSAL FOR EXECUTION OF THE PROJECT (10 POINTS)

Points are allocated for the submission of the Technical proposal which should address the project specifics (as per returnable schedule **T2.B19**). Evaluation points will be awarded in terms of the following table:

Table 7: C_ Technical Proposal for Execution of the Project (10 points)

Presentation Technical Proposal	Points Awarded
Very Good (The Technical proposal should address the project specifics considering Scope, Quality, Schedule, Cost, Communication, Stakeholders and Risk management as well as the social economic upliftment areas and the project specifics)	10
Good (The Technical proposal should address the project specifics considering Scope, Quality, Schedule, Cost, Communication, Stakeholders and Risk management as well as the social economic upliftment areas, but one or two areas are not to project specifics)	7
Poor (The Technical proposal should address the project specifics considering Scope, Quality, Schedule, Cost, Communication, Stakeholders and Risk management as well as the social economic upliftment areas, but not to the project specifics)	2

D. COMPANY LOCALLY BASED (10 POINTS)

Points are allocated for consulting companies located in the Western Cape Province. Submission of the municipal account or lease agreement on the company name will be considered to allocate point (as per returnable schedule **T2.B20**). Evaluation points will be awarded in terms of the following table:

Table 8: D_ COMPANY LOCALLY BASED (10 POINTS)

Presentation Technical Proposal	Points Awarded
Company Head Office located in the Western Cape	10
Company branch located in the Western Cape	7
Company not located in the Western Cape	0

1.3 Part T2.1: Returnable Documents

T2.A “Compulsory Commercial Documents”

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

Item	Description of Compulsory Returnable Document	Yes /No
T2.A1	Authority to Sign A Bid	
T2.A2	Company Registration Documents (CIPC)	
T2.A3	Notarised Joint Venture Agreement or Consortium Agreement where applicable	
T2.A4	Professional Registration as Quantity Surveyor with the SACQSP of at least one Director.	
T2.A5	List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)	
T2.A6	Valid professional Indemnity	
T2.A7	COIDA or Letter good standing with the Department of Labour	
T2.A8	SBD 4 Declaration of Interest	
T2.A9	SBD 6.1 PPPFA regulations claim form	
T2.A10	Confirmation of Receipt of Addenda to Bid Documents.	
T2.A11.1	Signed Priced Financial Offer for WP02.	
T2.A11.2	Signed Priced Financial Offer for WP03.	
T2.A11.3	Signed Priced Summary of Financial Offer for WP02 & WP03.	
C1.1	Signed Form of Offer.	
T2.A12	Signed Confidentiality Agreement.	
	Attendance to compulsory Briefing Meeting by relevant personnel.	

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.B13	Broad – Based Black Economic Empowerment certificate	
T2.B14	Experience of quantity surveyor company on similar projects not older than 10 years	
T2.B16	Key personnel assigned to the project: Qualification, Experience, Professional registration	
T2.B19	Technical Proposal & Programme schedule	
T2.B20	Company Locally Based	

1.4 Part T2.2 Returnable Schedule

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

INSERT HERE

T2.A1 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:.....

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:**.....

**T2.A2 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 be disqualified

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

T2.A3 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE)

*Attached hereto is a signed certified copy of our **notarised** 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 notarised joint venture contract here)

T2.A4 Copy of the Professional Registration for Quantity Surveyor with the South African Council for the Quantity Surveyor Professions of at least one Director.

Attached hereto is the Copy of the Professional Registration for the Quantity Surveyor Professional with the South African Council for the Quantity Surveyor Professions of the Company Director/s. Failure to submit the foresaid documentation will lead to disqualification.

(Copy of the Professional Registration for Quantity Surveyor with the South African Council for the Quantity Surveyor Professions to be inserted here)

T2.A5 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 disqualification.

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

T2.A6 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS

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

**T2.A7 COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION**

(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.A8 BIDDER’S DISCLOSURE (SBD 4)

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 institution	State

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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.

T2.A9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

a) GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

b) DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

c) POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

d) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

e) BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

f) B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

g) SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

h) DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety

- Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the consulting may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p>

T2.A11.1 FINANCIAL PROPOSAL FOR WP 02

The Bidder shall attach a financial proposal **Professional fee for Quantity Surveyor Services and will be paid based on the 2015 Guideline Tariff of Professional fees, published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015.** 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 this 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.

Quantity Surveyor Services Pertaining to existing Building Works
<i>NB: Expenses / disbursements as provided for in the contract are paid in addition to the total of the project cost-based tariff but in line with Government rates as published by The Department of Public Works from time to time.</i>
Project: A Call for Professional Service Providers to Submit Proposals for Quantity Surveyor Services under the Refurbishment project at Old Brandvlei Correctional Facility in the Western Cape.
Professional Fee (Gazette No. 39134, Board Notice 170 of 2015)

Table 1 _ Project Value relevant to the scope of services for WP 02

PROJECT VALUE (Inc. VAT)	R 34 500 000.00
PROJECT VALUE (Exc. VAT)	R 30 000 000.00

PROFESSIONAL FEE CALCULATION:

QUANTITY SURVEYOR BASED ON Government Gazette: SACQSP BOARD NOTICE 170 OF 2015 Gazette No. 39134.

COST BRACKET	FROM	TO	PRIMARY FEE	ADD %	ON BALANCE OVER
6	R 16 000 000	R 32 000 000	R 1 160 000	5,90%	R 16 000 000
Primary Fee					R 1 160 000,00
Secondary Fee	R 14 000 000		5,90%		R 826 000,00
Basic Full Professional Fees			100%		R 1 986 000,00
Additional Services – Principal Agency (Clause 2,5 and 2,7 of the Gazettes)			+ 42,50%		R 844 050,00
Total Fees including Factor					R 2 830 050,00

Table 2 _ Professional Fee Offer relevant to the scope of services for WP 02

PROJECT VALUE (Incl VAT)	Fee & Per Stage	Fee Value per Stage (Incl Factor if applicable)	Fee Value per Stage relevant to this TENDER	DISCOUNTED % OFFER (EXC VAT)	DISCOUNTED VALUE (EXC VAT)	PROPOSED FEE PER STAGE (DISCOUNTED FEE)
			A	B	D = A X B	F = A - D
BASIC SERVICES (QUANTITY SURVEYING) Clause 2,2,1						
STAGE 1	2,5%	R 49 650,00	R 49 650,00	%	R	R
STAGE 2	7,5%	R 148 950,00	R 148 950,00	%	R	R
STAGE 3	10%	R 198 600,00	R 198 600,00	%	R	R
STAGE 4	17.5%	R 347 550,00	R 347 550,00	%	R	R
STAGE 5	55%	R 1 092 300,00	R 1 092 300,00	%	R	R
STAGE 6	7,5%	R 148 950,00	R 148 950,00	%	R	R
FEE OFFER EXC % VAT		R 1 986 000,00	R 1 986 000,00	%	R	R
ADDITIONAL SERVICES (PRINCIPAL AGENCY) Clause 2,5 and 2,7						42,5%
STAGE 1	0%	R 0,00	R 0,00	%	R	R
STAGE 2	0%	R 0,00	R 0,00	%	R	R
STAGE 3	7,5%	R 63 303,75	R 63 303,75	%	R	R
STAGE 4	7,5%	R 63 303,75	R 63 303,75	%	R	R
STAGE 5	70%	R 590 835,00	R 590 835,00	%	R	R
STAGE 6	15%	R 126 607,50	R 126 607,50	%	R	R
FEE OFFER EXC % VAT		R 844 050,00	R 844 050,00	%	R	R
(A) GRAND TOTAL (FEE OFFER) EXC % VAT		R 2 830 050,00	R 2 830 050,00	%	R	R
PLUS VAT 15%		R 424 507,50	R 424 507,50	%	R	R
GRAND TOTAL (FEE OFFER) INC % VAT		R 3 254 557,50	R 3 254 557,50	%	R	R

Fee Calculation Notes:

- for the purpose of the fee calculations and stages apportionment, Simplified BOQ contract with bill of provisional quantities was considered refer to clause 2.7 Apportionment of fee to stages
- under alteration factors, 100% was used, considering simplified BOQ contracts in respect to clause 2.3 Appropriate percentage for building work
- for additional services as Principal Agent, 42,5% were considered in accordance with the clause C622.5 Appropriate percentage for management services
- for the calculation of the basic fees, clause 2.2.1 Basic fee was considered.

Table 3_ Total Fee & Disbursement Offer for WP 02

Description	
(A) PROFESSIONAL FEE OFFER EXC % VAT	
(B) DISBURSEMENT COST Information from Detailed Disbursement Form	
SUBTOTAL (A+B)	
Add 15% Vat	
(C) TOTAL Fee Offer & Disbursement Cost (A+B) (Including Vat)	

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

SIGNATURE

DATE

(Duly authorised to sign on behalf of the tenderer)

DETAILED DISBURSEMENT PROPOSAL FOR WP 02

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.A11.1 FINANCIAL PROPOSAL	

Table D1. Travelling: Mileage & Time (Excl. VAT) [FOR WP 02]													
1.1 Vehicle Details:					1.2 Personnel Details								
Vehicle Engine Capacity:					Level 1: Senior / Director				Level 2: Junior / Technician				
Vehicle Registration and Make No:					Full Name:			Full Name:					
1.3 Company Physical Address					Surname:			Surname:					
					Professional Registration:			Professional Registration:					
Item	Trip		Purpose of Trip	Date	Hourly Rate:			Hourly Rate:					
	From	To			Mileage				Time				Total (M+T)
					Distance	Less 100km	Rate	Amount (M)	Hours	Less 2 Hrs	Rate	Amount (T)	
1													
2													
1. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL													
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													

Table D2. Subsistence Allowance (Excluding VAT) [FOR WP 02]							
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) [FOR WP 02]							
Item	Trip	Purpose of Trip	Date	Personnel	No. of Nights	Rate per Night	Amount (Excl. VAT)
3. Accommodation (Excluding VAT) - SUBTOTAL							

T2.A11.2 FINANCIAL PROPOSAL FOR WP 03

The Bidder shall attach a financial proposal **Professional fee for Quantity Surveyor Services and will be paid based on the 2015 Guideline Tariff of Professional fees, published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015.** 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 this 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.

Quantity Surveyor Services Pertaining to existing Building Works
<i>NB: Expenses / disbursements as provided for in the contract are paid in addition to the total of the project cost-based tariff but in line with Government rates as published by The Department of Public Works from time to time.</i>
Project: A Call for Professional Service Providers to Submit Proposals for Quantity Surveyor Services under the Refurbishment project at Old Brandvlei Correctional Facility in the Western Cape.
Professional Fee (Gazette No. 39134, Board Notice 170 of 2015)

Table 1 _ Project Value relevant to the scope of services for WP 03

PROJECT VALUE (Inc. VAT)	R 195 500 000.00
PROJECT VALUE (Exc. VAT)	R 170 000 000.00

PROFESSIONAL FEE CALCULATION:

QUANTITY SURVEYOR BASED ON Government Gazette: SACQSP BOARD NOTICE 170 OF 2015 Gazette No. 39134.

COST BRACKET	FROM	TO	PRIMARY FEE	ADD %	ON BALANCE OVER
9	R 128 000 000	R 256 000 000	R 7 086 400	4,10%	R 128 000 000
Primary Fee					R 7 086 400,00
Secondary Fee	R 42 000 000		4,10%		R 1 722 000,00
Basic Full Professional Fees			100%		R 8 808 400,00
Additional Services – Principal Agency (Clause 2,5 and 2,7 of the Gazettes)			+ 42,50%		R 3 743 570,00
Total Fees including Factor					R 12 551 970,00

Table 2 _ Professional Fee Offer relevant to the scope of services for WP 02

PROJECT VALUE (Incl VAT)	Fee & Per Stage	Fee Value per Stage (Incl Factor if applicable)	Fee Value per Stage relevant to this TENDER	DISCOUNTED % OFFER (EXC VAT)	DISCOUNTED VALUE (EXC VAT)	PROPOSED FEE PER STAGE (DISCOUNTED FEE)
			A	B	D = A X B	F = A - D
BASIC SERVICES (QUANTITY SURVEYING) Clause 2,2,1						
STAGE 1	2,5%	R 220 210,00	R 220 210,00	%	R	R
STAGE 2	7,5%	R 660 630,00	R 660 630,00	%	R	R
STAGE 3	10%	R 880 840,00	R 880 840,00	%	R	R
STAGE 4	17.5%	R 1 541 470,00	R 1 541 470,00	%	R	R
STAGE 5	55%	R 4 844 620,00	R 4 844 620,00	%	R	R
STAGE 6	7,5%	R 660 630,00	R 660 630,00	%	R	R
FEE OFFER EXC % VAT		R 8 808 400,00	R 8 808 400,00	%	R	R
ADDITIONAL SERVICES (PRINCIPAL AGENCY) Clause 2,5 and 2,7						42,5%
STAGE 1	0%	R 0,00	R 0,00	%	R	R
STAGE 2	0%	R 0,00	R 0,00	%	R	R
STAGE 3	7,5%	R 280 767,75	R 280 767,75	%	R	R
STAGE 4	7,5%	R 280 767,75	R 280 767,75	%	R	R
STAGE 5	70%	R 2 620 499,00	R 2 620 499,00	%	R	R
STAGE 6	15%	R 561 535,50	R 561 535,50	%	R	R
FEE OFFER EXC % VAT		R 3 743 570,00	R 3 743 570,00	%	R	R
(A) GRAND TOTAL (FEE OFFER) EXC % VAT		R 12 551 970,00	R 12 551 970,00	%	R	R
PLUS VAT 15%		R 1 882 795,50	R 1 882 795,50	%	R	R
GRAND TOTAL (FEE OFFER) INC % VAT		R 14 434 765,50	R 14 434 765,50	%	R	R

Fee Calculation Notes:

- for the purpose of the fee calculations and stages apportionment, Simplified BOQ contract with bill of provisional quantities was considered refer to clause 2.7 Apportionment of fee to stages
- under alteration factors, 100% was used, considering simplified BOQ contracts in respect to clause 2.3 Appropriate percentage for building work
- for additional services as Principal Agent, 42,5% were considered in accordance with the clause C622.5 Appropriate percentage for management services
- for the calculation of the basic fees, clause 2.2.1 Basic fee was considered.

Table 3_ Total Fee & Disbursement Offer for WP 03

Description	
(A) PROFESSIONAL FEE OFFER EXC % VAT	
(B) DISBURSEMENT COST Information from Detailed Disbursement Form	
SUBTOTAL (A+B)	
Add 15% Vat	
(C) TOTAL Fee Offer & Disbursement Cost (A+B) (Including Vat)	

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

SIGNATURE

DATE

(Duly authorised to sign on behalf of the tenderer)

DETAILED DISBURSEMENT PROPOSAL FOR WP 03

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.A11.2 FINANCIAL PROPOSAL	

Table D1. Travelling: Mileage & Time (Excl. VAT) [FOR WP 03]														
1.1 Vehicle Details:					1.2 Personnel Details									
Vehicle Engine Capacity:					Level 1: Senior / Director				Level 2: Junior / Technician					
Vehicle Registration and Make No:					Full Name:					Full Name:				
1.3 Company Physical Address					Surname:					Surname:				
					Professional Registration:					Professional Registration:				
Item	Trip		Purpose of Trip	Date	Hourly Rate:					Hourly Rate:				
	From	To			Mileage				Time				Total (M+T)	
					Distance	Less 100km	Rate	Amount (M)	Hours	Less 2 Hrs	Rate	Amount (T)		
1														
2														
1. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL														
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														

Table D2. Subsistence Allowance (Excluding VAT) [FOR WP 03]							
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) [FOR WP 03]							
Item	Trip	Purpose of Trip	Date	Personnel	No. of Nights	Rate per Night	Amount (Excl. VAT)
3. Accommodation (Excluding VAT) - SUBTOTAL							

T2.A11.3 SUMMARY OF FINANCIAL PROPOSAL FOR WP 02 & WP 03

The Bidder shall attach a financial proposal **Professional fee for Quantity Surveyor Services and will be paid based on the 2015 Guideline Tariff of Professional fees, published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015**. 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 this 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.

Each page of the **Financial Proposal** must be signed and the total price shall match the amount indicated in the returnable schedule C1.1 (**Form of Offer and Acceptance**)

Quantity Surveying Services Pertaining to existing Building Works	Value transferred from Financial Proposal Item	AMOUNT (Rand) Inclusive of VAT
1. Work Package 02	T2.A11.1 Subtotal C	R
2. Work Package 03	T2.A11.2 Subtotal C	R
Total Contract Price Amount to be carry out to the Form of Offer (C1.1)	TC	R

Disclaimer:

The services related to WP03 is a provisional appointment. The implementation of WP 03 is subject to budget confirmation from the employer and subject to availability of funds from the client DCS. The professional service provider shall waive any rights to claim deferment cost in the case WP03 is not implemented.

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

DATE

IMPORTANT NOTES - DISBURSEMENTS

1. Travelling to the site should be planned for two trips per months. 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. PSP's 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,OHS,Social Facilitation, Land surveying ,etc).
8. Disbursements for work by engaged PSP/Sub-PSP to be attached as per the template (e.g Geotech,OHS,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.A12 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 Any and all information which has been derived or obtained from information described in sub-paragraph 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.

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:

T2.B13 B-BBEE CERTIFICATE

Attached hereto is my / our original or original certified copy of my / our B-BBEE Certificate issued by a verification agency accredited by SANAS. My failure to submit the certificate with my / our bid document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.

(Note: Joint Venture and Consortium to submit a consolidated B-BBEE certificate)

**REQUIRED RETURNABLE QUALITY /FUNCTIONALITY
EVALUATION DOCUMENTS**

T2.B14: FIRM’S EXPERIENCE ON SIMILAR PROJECTS

The Bidder shall provide details of their relevant experience on refurbishment/renovations/upgrade of (brown field) 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							

T2.B15.1 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

T2.B15.2 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:.....



T2.B15.3 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

T2.B15.4 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

T2.B15.5 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

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

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

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

PROJECT E:

Type of Project, e.g. (new 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:.....



T2.B15.6 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 F:

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

T2.B16 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.				

T2.B17.1 Key Personnel 1: 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

T2.B17.2 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

T2.B17.3 Key Personnel 3: CURRICULUM VITAE OF KEY PERSONNEL

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

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

T2.B18: 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 Quantity Surveyor 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 (Quantity Surveyor); and
- 3) Professional registration with SACQSP as Quantity Surveyor with the professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

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

Each CV should be structured under the following headings:

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

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

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

Signed Date

Name Position

Bidder

T2.B19 TECHNICAL PROPOSAL

(The Bidder shall attach the Technical Proposal together with a programme schedule (using a computer programme) reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The Technical proposal should address the project specifics considering Scope, Quality, Schedule, Cost, Communication, Stakeholders and Risk management as well as the social economic upliftment proposal.)

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Bid Data]

SIGNATURE: IDENTITY NUMBER:

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

T2.B20 COMPANY LOCALLY BASED

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

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

T2.C21 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.

T2.C22 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.

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: IDT-DCS06WCAN001QS-2022

A CALL FOR PROFESSIONAL SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR QUANTITY SURVEYOR PROFESSIONAL SERVICES UNDER THE REFURBISHMENT PROJECT AT OLD BRANDVLEI CORRECTIONAL FACILITY IN THE WESTERN CAPE.

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 QUANTITY SURVEYOR SERVICES) FOR QUANTITY SURVEYOR PROFESSIONAL SERVICES UNDER THE REFURBISHMENT PROJECT AT OLD BRANDVLEI CORRECTIONAL FACILITY IN THE WESTERN CAPE.

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.A11.3 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

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
.....
.....
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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 SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR QUANTITY SURVEYOR PROFESSIONAL SERVICES UNDER THE REFURBISHMENT PROJECT AT OLD BRANDVLEI CORRECTIONAL FACILITY IN THE WESTERN CAPE.

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> <p><u>Duration of the Contract:</u> 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>

Clause	Amendments
	<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>
<p>3.7</p>	<p>CONFIDENTIAL INFORMATION</p> <p>Delete and replace Clause 3.7 with the following:</p> <p>2.7.1 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>2.7.2 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>2.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract.</p> <p>2.7.4 Notwithstanding clause 3.7.1 the Receiving Party may disclose Confidential Information:</p> <p>2.7.4.1 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>2.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 3.7.5 below.</p> <p>2.7.5 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>

Clause	Amendments
	<p>2.7.6 The contents and the existence and the scope of this Contract are Confidential Information.</p> <p>2.7.7 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>2.7.8 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>2.7.9 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>2.7.10 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>2.7.11 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>2.7.12 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>
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>

Clause	Amendments
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>
5	<p>SERVICE PROVIDER’S OBLIGATIONS</p>
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 SACQSP as Professional Quantity Surveyor.</p>

Clause	Amendments
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 R2 000 000.00 (Two 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>
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)	<p>Amend default notice period from 30 days to 14 days.</p>

Clause	Amendments
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	<p>Amend default notice period from 30 days to 14 days.</p>
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> <ul style="list-style-type: none"> 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 8.4.6.2 to suspend further payments to the Service Provider; or 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. 8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice 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.

Clause	Amendments
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>
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>

Clause	Amendments
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>
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 arise between the parties ("the dispute") concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.</p> <p>12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.</p>
12.3	<p>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>

Clause	Amendments
	<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>
<p>12.4</p>	<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</p>

Clause	Amendments
	<p>deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.</p> <p>12.4.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his written account.</p> <p>12.4.9 Should one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party.</p> <p>12.4.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.</p>
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>

Clause	Amendments
	<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> <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 of2020</p> <p>AS WITNESSES:</p> <p>1. _____ For and on behalf of the Employer: (insert name of the RGM), in his/her capacity as the Regional General Manager.</p> <p>2. _____ 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 of2020</p>

Clause	Amendments
	<p>AS WITNESSES:</p> <p>3. _____</p> <p>4. _____</p> <p>_____</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>

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 BBEE 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 BBEE 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 LOCAL DEVELOPMENT

- a) The service provider shall appoint and pay at least one built environment trainee for the duration of this project.
- b) The service provider may be required to accommodate an IDT appointed built environment trainee(s) for training for the duration of this contract at the cost of the IDT.

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) The will be termination conditions to be link 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 Quantity Surveyor Services will be paid based of the current Government Gazette **SACQSP BOARD NOTICE 170 OF 2015, for the Quantity Surveyor Professionals Registered in terms of the Quantity Surveying Professions Act, 2000 (Government Gazette of Quantity Surveyor)**. The relevant alterations factors should apply, considering that we are implementing a renovations and alterations project.

The estimated construction cost of the projects:

Project Work Packages	Value of works (Exc VAT)	Project Stages Applicable
WP 02 Full upgrade of Kitchen, bakery and Generator	30 000 000.00	Stage 1-6
WP 03 Full refurbishment of Admin-block, Cells blocks and external Areas	170 000 000.00	Stage 1-6

WP03 is a provisional appointment subject to budget availability. Implementation of this portion of work will be confirmed when the client (DCS) has made clear there is budget availability.

The professional service provider will waive any rights to claim deferment cost in the case WP03 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.

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

C2.2.1 Reimbursable rates

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

C2.2.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs

incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

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

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

C2.3 Travelling and subsistence arrangements and tariffs of charges

C2.3.1 General

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

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

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

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

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 SACQSP BOARD NOTICE 170 OF 2015, for the Quantity Surveyor Professionals Registered in terms of the Quantity Surveying Professions Act, 2000 (Government Gazette of Quantity Surveyor 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 SACQSP as **Professional Quantity Surveyor**, 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:

Quantity Surveyor Profession

Quantity Surveyor Profession (Building Projects) Work Stages	Applicable % for the relevant scope of service
Stage 1: Project Initiation and Briefing – 2.5%	2.5%
Stage 2 : Concept and Feasibility – 7.5%	7.5%
Stage 3 : Design Development – 10%	10%
Stage 4 : Tender Documentation and Procurement – 17.5%	17.5%
Stage 5 : Construction Documentation and Management – 55%	55%
Stage 6 : Project Close Out – 7.5%	7.5%

- 3.1.6 The Professional Service Provider will be appointed for the duration of the specific work packages 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 refurbishment of the full centre including the clinic, the kitchen, the bakery and excluding the 55 single cells previously restored in 2021. The scope defined for this project was based on the brief received from DCS in the site visit dated 10 August 2021. Old Brandvlei Correctional Centre will function under the category of a medium security correctional centre.

The project scope of work is identified in tables below, but is not limited to the following:

1.1 Work Package 02 - WP02: Full restoration of the kitchen, bakery and generator building.

Table 8: Areas of intervention the correctional centre to be refurbished

Areas of Intervention	Description of the current allocation	Description of the function required	Gross Floor Area** (m2)
Kitchen Area	Old full kitchen including: <ul style="list-style-type: none"> - Preparation area - Vegetable's area - Freezer - Refrigerators Room - Cooking area - Boilers - Holding cells - Toilet facilities 	Same as before	± 555.23 m ²
Bakery Area	- Not in Use	Bakery to including: <ul style="list-style-type: none"> - Preparation area - Refrigerators Room - Baking area - Holding cells - Toilet facilities 	± 214.37 m ²
Generator room	- The existing building does not have a generator.	Allow for a generator and diesel tank, to cater for the whole centre including security systems	± 115.19 m ²
TOTAL ESTIMATED FOR WP02 (SQM)			± 884,79 m²

** The gross floor area specified on the above table is inclusive of passages, internal and external walls. The values are an approximate indication of the real dimensions on site. It will be the professional service provider responsibility to take dimensions of site for the purpose of the refurbishment on the specified areas listed above.

1.2 Work Package 03 - WP03: Full restoration of the remaining centre.

Table 2: Areas of the correctional centre to be refurbished

Areas of Intervention	Description of the current allocation	Description of the function required	Gross Floor Area** (m2)
Single Cells S5	Comprise of 10 single cells. Each cell has: <ul style="list-style-type: none"> – net floor area of 5.28 m2; – water supplier point; and – black and grey water waste point 	10 single cells will remain as single cells keeping the toilet and wash hand basin.	± 140.19 m ²
Single Cells S6 TBC	Comprise of 24 single cells. Each cell has: <ul style="list-style-type: none"> – net floor area of 5.28 m2; – water supplier point; and – black and grey water waste point 	24 single cells will remain as single cells keeping the toilet and wash hand basin.	± 876.27 m ²
Communal Cells C1	Comprise of 6 communal cells. Each cell has: <ul style="list-style-type: none"> – net floor area of 93.40 m²; – one water supplier point; and – one black and grey water waste point 	6 Communal cells to be converted into 12 communal cells. Each cell to be divided in two, providing additional toilet facility and new access to each additional partition. Each communal cell to include: <ul style="list-style-type: none"> – One toilet – One shower – One basin 	± 566.34 m ²
Communal Cells C2	Comprise of 10 communal cells. Each cell has: <ul style="list-style-type: none"> – net floor area of 93.40 m²; – one water supplier point; and – one black and grey water waste point 	10 Communal cells to be converted into 20 communal cells. Each cell to be divided in two, providing additional toilet facility and new access to each additional partition. Each communal cell to include: <ul style="list-style-type: none"> – One toilet – One shower – One basin 	± 1116.20 m ²
Communal Cells C3	Comprise of 10 communal cells. Each cell has: <ul style="list-style-type: none"> – net floor area of 93.40 m²; – one water supplier point; and – one black and grey water waste point 	10 Communal cells to be converted into 20 communal cells. Each cell to be divided in two, providing additional toilet facility and new access to each additional partition. Each cell to include: <ul style="list-style-type: none"> – One toilet – One shower – One basin 	± 1116.20 m ²
Courtyard C1	The courtyard includes: <ul style="list-style-type: none"> – covered walkways, – external lights – natural grass 	The courtyard remains, but should: <ul style="list-style-type: none"> – be divided in two with a dividing fence – all entrance to the cell to allow for disabled access 	

		<ul style="list-style-type: none"> - cover all walkways around the cells - external lights - maintain the natural grass 	
Courtyard C2	<p>The courtyard includes:</p> <ul style="list-style-type: none"> - covered walkways, - external lights - natural grass 	<p>The courtyard remains, but should:</p> <ul style="list-style-type: none"> - be divided in two with a dividing fence - all entrance to the cell to allow for disabled access - cover all walkways around the cells - external lights - maintain the natural grass 	
Courtyard C3	<p>The courtyard includes:</p> <ul style="list-style-type: none"> - uncovered walkways, - external lights - natural grass 	<p>The courtyard remains, but should:</p> <ul style="list-style-type: none"> - be divided in two with a dividing fence - all entrance to the cell to allow for disabled access - cover all walkways around the cells - external lights - maintain the natural grass 	
Clinic	The existing clinic	<p>Remain as the clinic, however, any area that is not compliant will be rectified during the project</p> <p>Extractor fans in the trauma rooms</p>	± 1 150,99 m ²
Offices & Admin Block	Offices & Admin Block	<p>Searching area for work teams at the back gate</p> <p>Office to erect at team gate, to control movement of working teams in and out of the centre, next to the kitchen.</p> <p>All temporary partitions need to be replaced with brick structure to create more office space.</p>	
Inmate Admission and reception & Admin Blocks	Inmate Admission and reception & Admin Blocks	<p>Remain with the same function</p> <p>Hold cell adjacent to CMA office should be upgraded in line with OHS compliances.</p>	± 2 061,85 m ²
Security towers	Existing tower has toilets at the top.	<p>Remain as security tower.</p> <p>In compliance with new regulations, toilet facilities should be moved to the bottom of the tower</p> <p>The temporarily (Zink) tower post to be replace brick structure and catwalk around it.</p>	± 25 m ²
Two New Security Tower		<p>To allow for two new security towers:</p> <ul style="list-style-type: none"> - one in the sport areas - one at the main entrance 	± 25 m ²
Exercise cages	6 Cages to be built	Create exercise cages at the currently completed single cells	TBC
Contact Visitation Area	Currently utilize loos furniture	To be renovated to accommodate the visitation area function	TBC

		<ul style="list-style-type: none"> - Tiling of floor - Steel tables and chairs fix to the floor (like new generation centre) - More lighting - Roof needs to be fixed' - Wire fence needs to replace with Brick wall at the entrance of visiting hall. - Extractor fan to be installed - Ensure there is surveillance in this area - Demarcated areas for offender and visitors - Kiosk for purchasing items by visitors for offenders 	
Visitor admission and Waiting Areas	Currently utilize loos furniture	Fixed benches for waiting area as well as a countertop for administration purposes, and a computer point and telephone to be installed.	TBC
Lockers room for Officials	Currently lockers are under a shed.	Enclose locker rooms with brick structure. Ensure there is surveillance in this area	TBC
Security Control Room	Currently utilize old Sondolo control.	Old Sondolo control room to be utilized as Security Control Room	TBC
Armoury	Current armoury / arsenal inside admin block and too small for safe keeping of firearm, ammunition, and other security equipment.	Old security office to be converted into new arsenal /armoury. New door to be erected which open to the outside of the building and in-line with security specifications. Passage and male toilet need to be shield of with brick wall. Roof must be concrete	TBC
Male Toilet	Currently facing old security office.	Doors need to be move to the passage and must be disable friendly	TBC
Toilets	Not comply with OHS act Both male and female toilets must be disable friendly and allow for changing of babies at entrance to centre	All toilets and entrances should be compliant with OHS regulations.	TBC
Establish Court	Located in admin area	An Audio-Visual Remand (AVR) system needs to be installed in the admin area that is used as a court	TBC
Eating area for officials	Create Eating areas for officials		TBC
Dining hall		Allow for dining hall per unit	TBC
Security Equipment Room	New Requirement for the centre		TBC
General areas	Internal Passages		± 341.00 m ²
Cover Walkways	New Requirement for the centre		± 953.02 m ²

TOTAL ESTIMATED FOR WP02 (SQM)		± 9 689,55 m²
Dividing Fence - Sports Area	New Requirement for the centre	± 556,85 m
Dividing Fence - Courtyards	New Requirement for the centre	± 105,16 m
TOTAL ESTIMATED FENCING LINE		± 662,01 m

** The gross floor area specified on the above table is inclusive of passages, internal and external walls. The values are an approximate indication of the real dimensions on site. It will be the professional service provider responsibility to take dimensions of site for the purpose of the refurbishment on the specified areas listed above.

2. TYPE OF INTERVENTION REQUIRED

Full refurbishment is required in the identified areas. The buildings should be restored to its former condition. The structural, architectonic, safety, plumbing and electrical component shall be restored. When feasible, the design should focus on repair before replacing, use material that closely matches the original. Professional services providers shall make sure any changes made are easy to undo without harming the original structure, keeping the low-cost maintenance philosophy.

2.1 SCOPE OF WORK (INCLUSIONS)

The refurbishment of the identified areas in WP02 and WP03 will include but is not limited to the following

Structural & Architectural Works

- Investigate and eliminate the cause of dampness in the structure of the building (foundations and walls).
- Fix cracks on the structure of the building (if any).
- Repair any structural problem in the concrete slab (if any).
- Repair any problem in the roofing structural timberwork and sheet roofing (if any).
- Repair the waterproofing surface finishes/protection.
- Build access ramps for disabled persons in all access points of the areas specified above.
- Repair windows.
- Repair cell gates and modify to allow for tray hatch.
- Repair cell doors.
- Repair access doors and provide locksets (except for the cells doors. The DCS will provide the cells locksets).
- Replace glazing (the glass in the cells areas should be compliant with the security requirements and transparent to enable full visibility from outside and must be shatterproof).
- Dismantle, clean, and repair the ventilation system in cells and passages.
- Install new fire escape doors in the cell blocks.
- Repair all surfaces (scrape, treat and paint).
- Signage.
- Designs required for conversion of each communal cell, into two communal cells as per table 1 above.
- Designs required for new disabled access areas; and
- Accommodate official's locker rooms.

Electrical & Electronic Works

- Electrical reticulation
 - Repair/replace transformers and switchgear
 - Repair/replace the distribution boards,
 - Repair/replace power outlets
 - Install energy efficient and vandal proof electrical fittings.
 - Installation of external and internal lights
 - Install switches
- Earthing/lightning protection (Copper/ aluminium);
- Installation of generator to provide power to the full centre with platform for diesel tanks; and
- Telephone systems.
- IT infrastructure for computers

Electronic Works (Integrated Security Systems)

Security Scope	Description / requirements
Access Control (doors, biometric readers, electronic locks)	<ul style="list-style-type: none"> • Hardware to be upgraded in line with 2019 roadmaps • software to be upgraded in line with 2019 roadmaps • Network to be designed to accommodate selected hardware and software
Compressor (air for operation of swing and sliding doors)	<ul style="list-style-type: none"> • Installation of electromechanical door automation system.
Security fencing (inner & outer fence with detection, lighting, CCTV)	<ul style="list-style-type: none"> • Restoration of Taut and kinematic detection equipment reaching end of life • Perimeter lighting changed from compact fluorescent to energy efficient LED lighting • CCTV surveillance along fence perimeter upgraded in line with 2019 roadmaps
CCTV cameras and recording system	<ul style="list-style-type: none"> • Cameras • Servers (Recording, Analytics, Storage, etc) redesigned to accommodate changes to the CCTV surveillance system • Software updated to accommodate changes to the CCTV surveillance system • Networking infrastructure (Switching, Routing, cabling, etc) update to accommodate changes to the CCTV surveillance system
Access points intercom systems	<ul style="list-style-type: none"> • Design in line with 2019 roadmaps <ul style="list-style-type: none"> ○ IP Intercom stations ○ Call Manager ○ Software ○ Networking infrastructure (Switching, Routing, cabling, etc) update to accommodate changes to the intercom system
Security systems specific IT infrastructure	<ul style="list-style-type: none"> • Design in line with 2019 roadmaps <ul style="list-style-type: none"> ○ Removal of IPTV System ○ Addition of Cell Intercom System ○ Addition of Cell Phone Detection System or Cell reception blocking ○ Changes in the networking technology
Control & Equipment Room Building, Furniture, Fixtures & Fittings	<ul style="list-style-type: none"> • Design to accommodate changes in sub-systems

Security Scope	Description / requirements
Fire detection and suppression	<ul style="list-style-type: none"> Design in line with 2019 hardware / software roadmaps include fire hoses, hydrants.
Air conditioning in equipment and control rooms	<ul style="list-style-type: none"> Design to suit the heat loads of the redesigned sub-systems
Uninterruptable Power Supply (UPS) & Emergency Power Generator	<ul style="list-style-type: none"> UPS and Generators resized to accommodate redesigned sub-systems
Integration of sub-systems	<ul style="list-style-type: none"> Design to accommodate changes in overall ISS design
Integration of each site to regional, national and disaster recovery centres	<ul style="list-style-type: none"> Redesigned in line with the new proposed solution and available service provider telecommunication infrastructure
Intercommunication & Public Address (PA) systems	<ul style="list-style-type: none"> Design of new Public Address subsystem Design of IP Telecommunication system in line with 2019 roadmaps <ul style="list-style-type: none"> IP Telephone stations (Must be lockable with pin ID's) Call Manager Software Networking infrastructure (Switching, Routing, cabling, etc) update to accommodate changes to the intercom system Offenders to be able to call to a prescribed set of numbers and must meet the cashless system needs i.e., kiosk facilities etc.
Cell Phone Detection	<ul style="list-style-type: none"> Design of Cell Phone Detection System and associated network infrastructure
Cell Intercom Systems	<ul style="list-style-type: none"> Design of Cell Intercom System and associated network infrastructure
IPTV System Infrastructure (up to point of connection with TV)	<ul style="list-style-type: none"> Overall network capacity plan and infrastructure redesigned as IPTV. This must include the TV and a tamper proof enclosure. DCS must be able to control the content being transmitted
Panic buttons in offices	<ul style="list-style-type: none"> Provide and set up Panic buttons for officials, linked to control room and must indicate the position of the alarm. Including remote panic buttons for patrolling officials.

Mechanical Works

- Air-conditioning system for servers, control rooms.
- Diverting spring hot water to be used (heat pumps); and
- Avoid the use of geysers.

Fire Prevention

- Repair/replace fire hydrants and fire hose reels;
- Install Fire extinguishers;
- Repair sprinkler system; and
- Fire safety plan with integration of fire doors etc.

Plumbing Works

- Repair the Sanitary ware and fittings.
 - Verify and repair existing water supply reticulation.
 - Provision of water reticulation and drainage in the full centre.
- Tender Document:** Procurement of Quantity Surveyor for Old Brandvlei Correctional Facility

- Repair/replace plumbing fittings; and
- Verify if sewer lines are fit for purpose and repair if required (conduct camera inspection and perform the necessary repairs of the line if needed)

Furniture

Fixed furniture:

- Counters.
- Sanitary fittings (mirrors, soap dispenser, bins, toilet holder, hand dryers).
- Rails and blinds if applicable.
- Fix entrance mat.

Loose Furniture:

- Desks (DCS) and Counters for control room.

2.2 SCOPE OF WORK (EXCLUSIONS)

The refurbishment will exclude the following:

- Offices furniture
- Cells locks
- Provision of medical equipment (**beds & sterilizers**).
- Lockers.
- Gun safe boxes.
- Curtains for searching areas.
- Double bunk beds.
- Chairs for waiting area.
- Operator chairs for control room.
- Chairs for tables and for counters; and
- Laundry equipment.

The client has confirmed that the above items will be supplied from the DCS internal workshop.

C3.2 General Requirements

C3.2.1 Services

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

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

C3.2.2 Location

The project is situated in Western Cape, Old Brandvlei Correctional Facility, Western Cape. GPS Coordinates: 33.724950° S, 19.415723° E.

C3.2.3 Project Programme

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

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

C3.2.4 Reporting Requirements and Approval Procedure

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

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

C3.2.5 Safety

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

C3.3 Software application for programming

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

C3.4 Use of reasonable skill and care

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

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

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

C3.5 Compliances with standards and regulations

The implementation of works should be executed in compliance with:

- National building Regulations and Building Standard Act
- Relevant SANS Standards
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 from Department of Labour (DoL)

Part C4: PROJECT AND SITE INFORMATION

COMPLIANCES WITH STANDARDS

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

- National building Regulations and Building Standard Act
- National Building Regulations, SANS 10400
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI
- No. 36849 Government Gazette, 20 September 2013, General Notices, notice 943 of 2013, National Norms and Standards Relating to Environmental Health in Terms of National Health Act, 2003 (Act No. 61 of 2003)
- 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
- White Paper – DCS
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 from Department of Labour (DoL)

SITE INFORMATION

Department of Correctional Services, Old Brandvlei Correctional Facility, Western Cape. GPS Coordinates: 33.724950° S, 19.415723° E.

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 not be returned to the Bidder unless if received after the closing date and time. The IDT will make all reasonable efforts to maintain bids in confidence. Proprietary information should be identified as such in each bid.
- 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
- t) Any mention of the PPPFA regulation of 2017 is not applicable to this bid. Should there be any discrepancy in this regard the bidder will be expected to raise their concern as part of the tender briefing meeting or on the platform for requesting clarity / questions via email specified and within the respective time frame and due date of the same.

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.**