



# Procurement of Health and Safety Professional Services for Malmesbury Medium B Correctional Facility

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## Bid Document

Bid Ref No:

IDT-DCS01WCAN008HSC-2021

05/11/2021

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-DCS01WCAN008HSC-2021**

### **T1.1 Tender Notice and Invitation to Submit Proposals**

#### **A CALL FOR PROFESSIONAL SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR HEALTH AND SAFETY PROFESSIONAL SERVICES UNDER THE INTEGRATED SECURITY SYSTEM PROJECT AT MALMESBURY MEDIUM B CORRECTIONAL FACILITY IN THE WESTERN CAPE.**

Independent Development Trust hereby calls for professional health and safety service providers to submit proposals for health and safety professional services under the Integrated Security System project at Malmesbury Medium B Correctional Facility in the Western Cape.

Only professional service providers who are registered with the South African Council for the Project and Construction Management Professions (SACPCMP) and have a director registered as a professional health and safety agent are eligible to submit a proposal. Proposals will be adjudicated in terms of the Mandatory Requirements and Functionality as follows:

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

#### **PHASE ONE**

##### **MANDATORY REQUIREMENTS/ DOCUMENTATION**

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 Health and Safety agent with the SACPCMP of at least one Director.
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. SBD 8 Declaration of Bidder's past supplier chain management practice
11. SBD 9 Certificate of independent Bid determination
12. Confirmation of Receipt of Addenda to Bid Documents.
13. Signed Priced Financial Offer.
14. 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	15 Points
B2. Experience	15 Points
B3. Professional registration	20 Points
C. Technical proposal for execution of the project	10 Points
D. Company locally based	10 Points
<b>TOTAL</b>	<b>100 Points</b>

## 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. Tax Compliance Letter with a unique pin

**A compulsory briefing** meeting will take place on site (Department of Correctional Services, Malmesbury Medium B Correctional Facility, Piketberg St, Malmesbury, 7299. GPS Coordinates: 33.4542° S, 18.7304° E) on the **11<sup>th</sup> November 2021 at 12h00**.

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: [dcso1wctenders@idt.org.za](mailto:dcso1wctenders@idt.org.za)

Documents will be available from the e-tender (National Treasury portal) and from the IDT website from **5<sup>th</sup> November 2021**.

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 **29<sup>th</sup> November 2021 at 12:00**.

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:

.....

## T1.2 BID DATA

### T1.2.1 Background

The Independent Development Trust (IDT) as implementing agent for the Department of Correctional Services (DCS), received instruction to implement the Integrated Security system programme for the existing Malmesbury Medium B Correctional Facility.

The programme scope includes the repair, upgrade and/or new installation of security systems listed below:

- Sub-Installation A1: CCTV Surveillance System – 10 months
- Sub-Installation A2: Modular Containerised Data Centre (MCDC) – 10 months
- Sub-Installation A3: Access Control System – 10 months
- Sub-Installation A4: Cell phone Detection, Intercom and Public Address Systems – 10 months
- Sub-Installation A5: Security Electrical Services – 10 months
- Sub-Installation A6: Sally Port and Guard House – 6 months
- Sub-Installation A7: Dividing Fence System and Walkway – 6 months
- Sub-Installation A8: Outer and Inner Security Fencing Systems – 10 months

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

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

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

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



## T1.2.2 Bid Details

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

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

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

Clause number	Bid Data
F.1.1	The employer is <b>Independent Development Trust</b>
F.1.2	<p>The Bid Documents issued by the Employer comprise the following documents:</p> <p><b>Volume 1 - THE BID</b></p> <p><b>Part T1: Bidding procedures</b>  T1.1 - Bid notice and invitation to bid  T1.2 - Bid data</p> <p><b>Part T2: Returnable documents</b>  T2.1 - List of returnable documents  T2.2 - Returnable schedules</p> <p><b>Volume 2 - THE CONTRACT</b></p> <p><b>Part C1: Contracts and Contract data</b>  C1.1 - Form of offer and acceptance  C1.2 - Contract data  C1.3 - Special Conditions of Contract</p> <p><b>Part C2: Pricing data</b>  C2.1 - Pricing instructions</p> <p><b>Part C3: Scope of work</b>  C3 - Scope of work</p> <p><b>Part C4: Site information</b>  C4 - Site information</p> <p><b>Part C5: Notes to Bidders</b>  C5 - Notes to Bidders</p>

F.1.4	<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: dcs01wctenders@idt.org.za</p>
F.2.1	<p>Bid offers will only be accepted if the bidder has:</p> <ol style="list-style-type: none"> <li>1. Authority to Sign A Bid</li> <li>2. Company Registration Documents (CIPC)</li> <li>3. Notarised Joint Venture Agreement or Consortium Agreement where applicable</li> <li>4. Professional Registration as Health and Safety agent with the SACPCMP of at least one Director.</li> <li>5. List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)</li> <li>6. Valid professional Indemnity</li> <li>7. COIDA or Letter good standing with the Department of Labour</li> <li>8. SBD 4 Declaration of Interest</li> <li>9. SBD 6.1 PPPFA regulations claim form</li> <li>10. SBD 8 Declaration of Bidder's past supplier chain management practice</li> <li>11. SBD 9 Certificate of independent Bid determination</li> <li>12. Confirmation of Receipt of Addenda to Bid Documents.</li> <li>13. Signed Priced Financial Offer.</li> <li>14. Attendance to the compulsory briefing meeting by relevant personnel.</li> </ol>
F.2.7	<p><b>A compulsory briefing</b> meeting will take place on site (Department of Correctional Services, Malmesbury Medium B Correctional Facility, Piketberg St, Malmesbury, 7299. GPS Coordinates: 33.4542° S, 18.7304° E) on the <b>11<sup>th</sup> November 2021 at 12h00.</b></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>
F.2.12	<p>Alternative offers are not applicable.</p>
F.2.13.3	<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><b>Location of IDT bid box:</b> Reception: Independent Development Trust Western Cape Region</p> <p><b>Physical address:</b> 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><b>Identification details:</b></p> <p>Bid reference number: <b>BID No. IDT-DCS01WCAN008HSC-2021</b></p> <p>Title of Bid: <b>PROCUREMENT OF HEALTH AND SAFETY CONSULTANT FOR MALMESBURY MEDIUM B CORRECTIONAL FACILITY</b></p> <p>Closing date: <b>29<sup>th</sup> November 2021</b></p> <p>Closing time of the bid: <b>12:h00</b></p>
F.2.13.6	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers <b>WILL NOT</b> be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	Bids will not be opened in public. Tender received will be published on the IDT website (www.idt.or.za)
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> <ol style="list-style-type: none"> <li>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</li> <li>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</li> </ol>
F.3.11.5	<b>Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details.</b>
F.3.13.1	<p>The employer reserves the right:</p> <ul style="list-style-type: none"> <li>• to award the contract in whole or in part to the successful bidder or not to award the bid at all.</li> <li>• not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.</li> </ul>
F.3.17	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**

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 Health and Safety agent with the SACPCMP of at least one Director.
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. SBD 8 Declaration of Bidder's past supplier chain management practice
11. SBD 9 Certificate of independent Bid determination
12. Confirmation of Receipt of Addenda to Bid Documents.
13. Signed Priced Financial Offer.
14. Attendance to the 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, specify 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	15
B2	Experience of Key assigned personnel	15
B3	Professional registration with South African Council for the Project and Construction Management Professions as H&S Agent	20
C.	Technical proposal for execution of the project	10
D	Company locally based	10
<b>TOTAL POINTS</b>		<b>100</b>

## 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 *health and safety professional services on existing/new building works, security systems installation on similar scale projects above R35 million completed in the past 10 years*. The similarity refers to project of similar kind, complexity and value in terms of the CIDB categorization. In support bidders are to complete the "Project Experience" returnable schedule and attach thereto scored and signed reference forms hereto attached from the Employer confirming completion of such a project (as per returnable schedule **T2.B16**)

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)**

<b>A1 - Evaluation sub-criteria: Firm's Experience on Similar Projects (30 points)</b>		
<b>Sub Criteria</b>	<b>Category</b>	<b>Points Awarded</b>
Bidder has not provided evidence of experience on similar project involving health and safety consulting works in the past 10 years and supported by contactable references.	<b>Very Poor</b>	<b>0</b>
Bidder has executed and completed <b>less than 3</b> projects involving health and safety consulting works in the past 10 years and supported by contactable references	<b>Poor</b>	<b>6</b>
Bidder has executed and completed at least <b>4</b> projects involving health and safety consulting works in the past 10 years and supported by contactable references	<b>Fair</b>	<b>15</b>
Bidder has executed and completed at least <b>5</b> projects involving health and safety consulting works in the past 10 years and supported by contactable references	<b>Good</b>	<b>21</b>
Bid has executed and completed no less than <b>6</b> projects involving health and safety consulting works in the past 10 years and supported by contactable references	<b>Very Good</b>	<b>30</b>

## B. EVALUATION SCHEDULE: KEY PERSONNEL (50 points)

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

Points are allocated for Health and Safety 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.B17**)

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

**Table 4: B1 - Qualifications of proposed key personnel (15 points)**

Name of Proposed Key Personnel (Same as table 5 and 6)	Qualification in Safety and Risk Management (15 points)	
	Bachelor of Degree of Higher	National Diploma
1.	10	3
2.	5	3
<b>Subtotal number of points</b>	<b>15</b>	<b>6</b>

**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 Health and Safety 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
<b>Subtotal number of points</b>	<b>6</b>	<b>10</b>	<b>14</b>	<b>20</b>

**Table 6: B3 \_ Evaluation sub-criteria: Professional Registration of key personnel (15 points)**

Name of Proposed Key Personnel (Same as table 4 and 5)	Professional Registration		
	Construction Health and Safety Agent	Construction Health and Safety Officer	None Pr Registration
1.	10	3	0
2.	5	3	0
<b>Subtotal number of points</b>	<b>15</b>	<b>6</b>	<b>0</b>

## 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.B18**). 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 addressed the project specifics)	10

Presentation Technical Proposal	Points Awarded
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 were addressed 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 addressed 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.B19**). 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

### Stage 3: Evaluation on the Preference Points system

Stage 3 entails the process of evaluation on price and B-BBEE based on the 80/20 (If less than R50 million) or 90/10 (If above R50 million) Preference Points system as stipulated by the Preferential Procurement Policy Framework Act (PPPFA) of 2017.

a) **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**

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

**or**

**90 / 10**

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

Where

$P_s$  = Points scored for comparative  
 $P_t$  = Comparative price of bid under consideration  
 $P_{min}$  = Comparative price of lowest acceptable

b) **Points awarded for B-BBEE Status Level of Contribution**

In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



## Part T2: 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 Health and Safety agent with the SACPCMP 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	SBD 8 Declaration of Bidder’s past supplier chain management practice	
T2.A11	SBD 9 Certificate of independent Bid determination	
T2.A12	Confirmation of Receipt of Addenda to Bid Documents.	
T2.A13	Signed Priced Financial Offer.	
T2.A14	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.B15	Broad – Based Black Economic Empowerment certificate	
T2.B16	Experience of health and safety company on similar projects not older than 10 years	
T2.B17	Key personnel assigned to the project: Qualification, Experience, Professional registration	
T2.B18	Technical Proposal & Programme schedule	
T2.B19	Company Locally Based	

## Part T2.1 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:**.....

---

Procurement of Health and Safety consultant for Malmesbury Medium B Correctional Facility

**T2.A2 FIRM'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY  
REGISTRATION DOCUMENTS**

*Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. 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 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 Health and Safety with the South African Council for the Project and Construction Management Professions of at least one Director.**

*Attached hereto is the Copy of the Professional Registration for the Health and Safety Professional with the South African Council for the Project and Construction Management Professions of the Company Director/s. Failure to submit the foresaid documentation will lead to disqualification.*

**[Copy of the Professional Registration for Health and Safety with the South African Council for the Project and Construction Management Professions *to be inserted here*]**



**T2.A5 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL CERTIFIED  
COPIES OF THEIR IDS**

***[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]***

*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.*

**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  
CERTIFICATE**

***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 DECLARATION OF INTEREST (SBD 4)**

1. Any legal person, including persons employed by Independent Development Trust, or persons who act on behalf of Independent Development Trust or persons having a kinship with persons employed by Independent Development Trust, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of the possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by Independent Development Trust, or to persons who act on behalf of Independent Development Trust, or to persons connected with or related to them, it is required that the bidder or his/her/their authorized representative shall declare his/her/their position vis-à-vis the evaluating authority and/or take an oath declaring his/her/their interest, where

1.1 the bidder is employed by Independent Development Trust or acts on behalf of Independent Development Trust;  
and/or

1.2 the legal person on whose behalf the bid document is signed, has a relationship with a person/persons who are involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for whom or on whose behalf the declarant acts and persons who are involved with the evaluation of the bid

IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH THE BID:

2. Are you or any person connected with the bid employed by Independent Development Trust?  
**YES / NO**

2.1 If "YES", state particulars.....

3. Do you or any person connected with the bid, have a relationship (family, friend, other) with a person employed by Independent Development Trust, concerned with any Bid Committee or Supply Chain Management Unit, and who may be involved with the evaluation or adjudication of this bid. **YES / NO**

3.1 If "YES", state particulars.....

4. Are you or any person connected with the bid aware of any relationship (family, friend, other) between another bidder and any person employed by Independent Development Trust, concerned with any Committee or Supply Chain Management Unit, who may be involved with the evaluation or adjudication of this bid? **YES / NO**

4.1 If "YES", state particulars.....

.....  
**SIGNATURE OF DECLARANT**

.....  
**BID NUMBER:**

.....  
**DATE**

.....  
**POSITION OF DECLARANT**

.....  
**NAME OF BIDDER**

## T2.A9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

- 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		
<b>OR</b>		
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.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS .....



**T2.A10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**  
**(To be completed by Bidder)**

- 1 This Section must form part of all bids invited.
- 2 It serves as a declaration to be used by Independent Development Trust in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused Independent Development Trust 's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury/Independent Development Trust's database as companies or persons prohibited from doing business with the public sector?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:..... ..... .....		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:..... ..... .....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:..... ..... .....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:..... ..... .....		

**CERTIFICATION**

**Tender Document:** Procurement of Health and Safety consultant for Malmesbury Medium B Correctional Facility

**I, THE UNDERSIGNED**

**(FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**T2.A11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an contract between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

I, the undersigned, in submitting the accompanying bid:

**BID No.** \_\_\_\_\_ **for the** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

(Bid Number and Description)

In response to the invitation for the bid made by:

**THE INDEPENDENT DEVELOPMENT TRUST**

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_  
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, contractor arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, contracts or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.
11. 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.

SIGNATURE: \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, a contract between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**T2.A12 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS**

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

ADDENDUM No.	DATE	TITLE OR DETAILS

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

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

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

\_\_\_\_\_  
SIGNATURE

## T2.A13 FINANCIAL PROPOSAL

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

Health and Safety Services Pertaining to existing and new Building Works
<b>NB:</b> 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.
<b>Project:</b> A Call for Professional Service Providers to Submit Proposals for <b>Health and Safety Consultant Services</b> under the integrated security system project at <b>Malmesbury Medium B Correctional Facility</b> in the Western cape.
<b>Professional Fee (Gazette No. 42697, Board Notice 167 of 2019)</b>

<b>PROJECT VALUE (Inc. VAT)</b>	R 42 158 726,88
<b>PROJECT VALUE (Exc. VAT)</b>	R 36 659 762,50

### PROFESSIONAL FEE CALCULATION:

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

COST BRACKET	FROM	TO	PRIMARY FEE	ADD %	ON BALANCE OVER
3	R 20 000 000	R 40 000 000	R 632 248	2,67%	R 20 000 000
<b>Primary Fee</b>					R 632 248,00
<b>Secondary Fee</b>	R 16 659 763		2,67%		R 444 815,66
Basic Full Professional Fees			100%		R 1 077 063,66
<b>Factor for Alteration (Clause 11 of the Gazettes)</b>			+ 25,00%		<b>R 269 265,91</b>
<b>Total Fees including Factor</b>			125%		<b>R 1 346 329,57</b>

Table 1 \_ Professional Fee Offer relevant to the scope of services

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)
			<b>A</b>	<b>B</b>	<b>D = A X B</b>	<b>F = A – D</b>
<b>STAGE 1</b>	10%	R 134 632,96	N/A	N/A	N/A	N/A
<b>STAGE 2</b>	10%	R 134 632,96	N/A	N/A	N/A	N/A
<b>STAGE 3</b>	25%	R 336 582,39	N/A	N/A	N/A	N/A
<b>STAGE 4</b>	10%	R 134 632,96	N/A	N/A	N/A	N/A
<b>STAGE 5</b>	40%	R 538 531,83	R 538 531,83	%	R	R
<b>STAGE 6</b>	5%	R 67 316,48	R 67 316,48	%	R	R
<b>FEE OFFER EXC % VAT</b>		<b>R 1 346 329,57</b>	<b>R 605 848,31</b>		<b>R</b>	<b>R</b>
<b>PLUS % VAT</b>		<b>R 201 949,44</b>	<b>R 90 877,25</b>		<b>R</b>	<b>R</b>
<b>GRAND TOTAL (FEE OFFER) INC % VAT</b>		<b>R 1 548 279,01</b>	<b>R 696 725,55</b>		<b>R</b>	<b>R</b>

Table 2 \_ Total Fee & Disbursement Offer

Description	
<b>FEE OFFER EXC % VAT (A)</b>	
Disbursement Cost (12 Month duration) _ (B)	
<b>Subtotal Fee Offer &amp; Disbursement Cost (A+B)</b>	
<b>Add 15% Vat</b>	
<b>TOTAL Fee Offer &amp; Disbursement Cost (A+B) (Including Vat)</b>	

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

(Duly authorised to sign on behalf of the tenderer)



**DETAILED DISBURSEMENT PROPOSAL**

The Detailed Disbursement proposal include the following:

Description	Disbursement Costs (Exc. Vat)
Travelling: Mileage & Time (Table D1)	
Subsistence Allowance (Table D2)	
Accommodation (if Applicable) (Table D3)	
<b>TOTAL ESTIMATED DISBURSEMENT COST CARRIED TO T2.A14 FINANCIAL PROPOSAL</b>	

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

Table D3. Accommodation (if Applicable)							
Item	Trip	Purpose of Trip	Date	Personnel	No. of Nights	Rate per Night	Amount (Excl. VAT)
3. Accommodation (Excluding VAT) - SUBTOTAL							

### 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](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.B14 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.B15: FIRM'S EXPERIENCE ON SIMILAR PROJECTS

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 10 years. In support tenderers are to complete the "Project Experience" schedule below and attach thereto 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							

## T2.B19 REFERENCE ON EXPERIENCE ON SIMILAR PROJECTS

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?

.....  
 .....

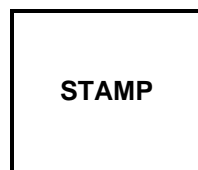
Employer's contact person: .....

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:.....





## T2.16 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?

.....  
.....

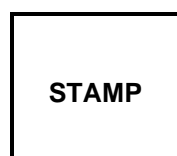
Employer's contact person: .....

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:.....



## T2.16 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:.....



## T2.16 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?

.....  
.....

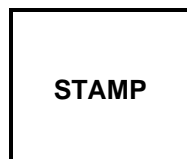
Employer's contact person: .....

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:.....



## T2.16 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.B16 EVALUATION SCHEDULE: 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 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.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE FIRM'S ORGANISATION	
	HDI	NON-HDI

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)***

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

**Certification:**

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

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

INCUMBANT'S IDENTITY NUMBER



### T2.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)***

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

**Certification:**

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

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

DATE

INCUMBANT'S IDENTITY NUMBER



## T2.B17: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

### PROJECT TEAM CVS

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

- 1) General Health and Safety experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work;
- 2) Qualifications in the relevant field or sector (Health and Safety); and
- 3) Professional registration with SACPCPM as Health and Safety Agent with the professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

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

Each CV should be structured under the following headings:

- 1 Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- 2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of 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.B18 TECHNICAL PROPOSAL

(CVs, certified copies of qualifications and professional registration of the above personnel to be attached here).

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.B19      COMPANY LOCALLY BASED**

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

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

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

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

DATE:.....

**T2.C20          CENTRAL SUPPLIER DATABASE**

*Attached hereto is my / our Central Supplier Database report.*

**IMPORTANT NOTES:**

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

**T2.C21          TAX COMPLIANCE LETTER WITH A UNIQUE PIN**

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

**IMPORTANT NOTES:**

2.      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-DCS01WCAN008HSC-2021**

**A CALL FOR PROFESSIONAL SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR HEALTH AND SAFETY PROFESSIONAL SERVICES UNDER THE INTEGRATED SECURITY SYSTEM PROJECT AT MALMESBURY MEDIUM B 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 HEALTH AND SAFETY SERVICES) FOR HEALTH AND SAFETY PROFESSIONAL SERVICES UNDER THE INTEGRATED SECURITY SYSTEM PROJECT AT MALMESBURY MEDIUM B 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.A14 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 .....

**Tender Document:** Procurement of Health and Safety consultant for Malmesbury medium B Correctional Facility

### C1.1.1 Schedule of Deviations

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

- |                  |  |
|------------------|--|
| 1. Subject ..... |  |
| Details .....    |  |
| .....            |  |
| .....            |  |
| .....            |  |
| 2. Subject ..... |  |
| Details .....    |  |
| .....            |  |
| .....            |  |
| .....            |  |
| 3. Subject ..... |  |
| Details .....    |  |
| .....            |  |
| .....            |  |
| .....            |  |
| 4. Subject ..... |  |
| Details .....    |  |
| .....            |  |
| .....            |  |
| .....            |  |
| 5. Subject ..... |  |
| Details .....    |  |
| .....            |  |
| .....            |  |
| .....            |  |



## C1.2Bid Contract Data

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

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

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

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

### C1.2.1 Data Provided by the Employer

#### APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR HEALTH AND SAFETY PROFESSIONAL SERVICES UNDER THE INTEGRATED SECURITY SYSTEM PROJECT AT MALMESBURY MEDIUM B CORRECTIONAL FACILITY IN THE WESTERN CAPE

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

Clause	Amendments
	<p><b>Force Majeure:</b> means prevention, restriction, delay or failure to comply with or breach of any of the terms and conditions of this Contract if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing.</p> <p><b>Signature Date:</b> Means the date of signing this Contract by the last Party</p>
<p><b>3.7</b></p>	<p><b>CONFIDENTIAL INFORMATION</b></p> <p><b>Delete and replace Clause 3.7 with the following:</b></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 <b>3.7.1</b> 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 <b>3.7.5</b> 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 <b>3.7.2</b> and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause <b>3.7.2</b>.</p>
<b>3.8</b>	<b>VARIATIONS</b>
<b>3.8.4</b>	<p><b>Add clause 3.8.4</b></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><b>Add clause 3.8.5</b></p> <p><b>3.8.5</b> When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any extension of time to the contract period of the contract signed between the Employer and the Contractor which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
3.12	<p><b>PENALTY</b></p> <p><b>Replace Clause 3.12.1 with the following:</b></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><b>EMPLOYER'S OBLIGATIONS</b></p> <p><b>Add sub-clause 4.7, 4.8 and 4.9</b></p> <p><b>4.7</b> The employer shall pay the service provider the contract price in accordance with the form of offer applying the relevant percentage as stated in clause 3.2.5 of part C3 (Scope of Services)</p> <p><b>4.8</b> Notwithstanding the provision of the Construction Contract, the Service provider shall not have the power to approve any deviation or variation which has financial implications without the necessary written approval from the Employer, except under circumstances when required to do so by any applicable law or when arising from an emergency as defined in the PPPFA. The service provider shall notify the employer of this kind of deviation or variation as soon as it is practically possible.</p> <p><b>4.9</b> Should the service provider authorize the contractor to carry out the work without the written approval from the Employer, the Service provider shall not be entitled to professional fees and disbursements relating to the portion of work irregularly sanctioned, irrespective of whether such work was necessary or not. Further, the employer reserves its right to recover / claim for damages from the service provider.</p>
5	<p><b>SERVICE PROVIDER'S OBLIGATIONS</b></p>
5.3	<p><b>Designated Representative</b></p> <p><b>Add sub clauses 5.3.1:</b></p> <p>5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with the SACPCMP as Health and safety agent.</p>

Clause	Amendments
5.4	<p><b>Insurance to be taken by the Services Provider</b></p> <p>Add sub clauses <b>5.4.3</b> to <b>5.4.7</b>:</p> <p>5.4.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity in the amount of at least <b>R2 000 000.00 (Two Million Rand) or twice your estimated fees</b>, 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><b>Service Provider 's actions requiring Employer's prior approval</b></p> <p><b>Add the sub-clause 5.5.1 and 5.5.2</b></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><b>Registration with the Central Supplier Database</b></p> <p><b>Add clause 5.8</b></p> <p>5.8 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	<b>TERMINATION</b>
	<p><b>FORCE MAJEURE</b></p> <p>Delete sub-clause 8.3.3</p>
8.4.1(c)	Amend default notice period from 30 days to 14 days.

Clause	Amendments
<b>8.4.1(d)</b>	<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"> <li>i. commits an act of insolvency; or</li> <li>ii. is placed under a provisional or final winding-up or judicial management order; or</li> <li>iii. is placed under or applied for business rescue; or</li> <li>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</li> <li>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</li> <li>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,</li> </ul>
<b>8.4.1.(f)</b>	<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>
<b>8.4.2</b>	Amend default notice period from 30 days to 14 days.
<b>8.4.4</b>	<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>
<b>8.4.6</b>	<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> <p>8.4.6.1 to claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or</p> <p>8.4.6.2 to suspend further payments to the Service Provider; or</p> <p>8.4.6.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.</p> <p>8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice</p> <p>8.4.6.5 of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.</p>

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"> <li>i. it is capable of being remedied, but is not so remedied within the Notice Period; or</li> <li>ii. it is incapable of being remedied and payment in money will compensate for such breach but such payment is not made within the Notice Period.</li> </ul>
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 <b>clause 8.4</b> then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.</p>
8.5	<p><b>SUSPENSION</b></p> <p>Delete clause 8.5.2 and replace with the following clauses;</p> <p>8.5.2 The service provider may, without prejudice to its right to cancel, suspend the whole or part of the services in the occurrence of the events listed in clause 8.4.3.</p> <p>8.5.3 When services are suspended, the services provider shall be entitled to a pro-rata payment for the valid and acceptable services undertaken as at the date of suspension.</p>
9	<p><b>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</b></p> <p>Delete clause 9 and replace with the following:</p> <p>9.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Client.</p> <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
<b>10</b>	<p><b>SUCCESSION AND ASSIGNMENT</b></p> <p><b>Add the sub-clause 10.6</b></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>
<b>12</b>	<b>RESOLUTION OF DISPUTES</b>
<b>12.1</b>	<p><b>Settlement</b></p> <p><b>Delete clause 12.1 and replace it with the following clauses:</b></p> <p>12.1.1 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause <b>12.3</b> and <b>12.4</b> below.</p> <p>12.1.2 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.</p>
<b>12.2</b>	<p><b>12.2 Negotiation</b></p> <p><b>Delete sub-clause 12.2 (Mediation) and replace it with the following clauses:</b></p> <p>12.2.1 Should any dispute, disagreement claim arise between the parties ("the dispute") concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.</p> <p>12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.</p>
<b>12.3</b>	<p><b>12.3 Mediation</b></p> <p><b>Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses:</b></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 <b>12.1.2</b> above or submission of dispute to arbitration in accordance with clause <b>12.4</b> below, the matter may first be referred for mediation before the mediator appointed by agreement between the parties to the dispute. should the parties fail to reach an agreement within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.</p>

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>
12.4	<p><b>12.4 ARBITRATION</b></p> <p><b>Delete sub-clauses 12.4 and replace it with the following clauses</b></p> <p>12.4.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause <b>12.2</b> above, the matter in dispute <u>may</u> be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.</p> <p>12.4.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing to reach an agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.</p> <p>12.4.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.</p> <p>12.4.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.</p> <p>12.4.5 Any arbitration in terms of this clause <b>12.4</b> (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.</p> <p>12.4.6 This clause <b>12</b> will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.</p> <p>12.4.7 The Parties agree that the written demand by a party to the dispute in terms of clause <b>12.4.1</b> that the dispute or difference be submitted to arbitration is to be</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>
<b>13</b>	<b>LIABILITY</b>
<b>13.4</b>	<p><b>Duration of Liability</b></p> <p>Delete clause 13.4 and replace it with the following:</p> <p>13.4 All claims against the Service provider shall lapse after a minimum liability period of ten (10) years, subject to statutory limitations, which period shall commence on the date of final completion of the project or the date of termination of the contract.</p>
<b>13.5</b>	<p><b>Limit of compensation</b></p> <p>Delete clause 13.5.1 and replace it with the following:</p> <p>13.5.1 The maximum amount of compensation payable by the either party in respect of liability under the contract is limited to three times the sum stated in clause 5.4.3 of this document.</p>
<b>14</b>	<b>REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER</b>
<b>14.2</b>	<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>

Clause	Amendments
	<p>14.6 Where reimbursable item is not covered by Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.</p> <p>14.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site.</p> <p>1.8 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.</p> <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 <b>employer</b>.</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><b>SIGNATURE OF THE PARTIES</b></p> <p>Signed at ..... on this the ..... day of .....<b>2020</b></p> <p><b>AS WITNESSES:</b></p> <p>1. _____ For and on behalf of the <b>Employer: (insert name of the RGM)</b>, in his/her capacity as the Regional General Manager.</p> <p>2. _____ For and on behalf of the <b>Employer: (insert name of the PM)</b>, in his/her capacity as the Programme or Portfolio Manager.</p> <p>Signed at ..... on this the ..... day of .....<b>2020</b></p>

Clause	Amendments
	<p><b>AS WITNESSES:</b></p> <p>3. _____</p> <p>4. _____</p> <p>_____</p> <p>For and on behalf of the <b>Service provider: (insert name of the signatory)</b>, in his/her capacity as (insert capacity), who hereby confirm that he/she is</p>

### **C1.3 Special Conditions of Contract**

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

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

##### **C1.3.1 JOINT VENTURE CONTRACT**

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

##### **C1.3.2 SUBCONTRACTING**

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

##### **C1.3.3 LOCAL DEVELOPMENT**

- a) The service provider shall appoint and pay at least one built environment trainee for the duration of this project.
- b) The engineer 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.

## Part C2: PRICING DATA

### C2.1 Pricing Instructions

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

- C2.1.1.1 Professional fees for Health and Safety Services will be paid based of the current Government Gazette considering the amendments in clause 3.1.5 of Part C3. 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 construction cost of the projects:

**Value of works (excl VAT)**  
R 36M

**Project Stages Applicable**  
Stage 5-6

- 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 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 1300 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.



## 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 the construction administration and closeout of this projects, i.e., management and closing out the project/s.
- 3.1.2 The Service Provider shall provide **professional services as detailed in the SACPCMP BOARD NOTICE 167 OF 2019, for the Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Government Gazette of Health and Safety discipline)**, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.
- 3.1.3 The Service Provider shall provide suitably qualified, experienced personnel registered with SACPCMP as **Health and Safety Agent**, to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
- 3.1.4 Service providers will be appointed for stages 5 & 6, and will be expected to perform all activities and submit all deliverables as described in the deliverables table (see item 3.1.7 below) within this tender document aligned to the Government Gazette.
- 3.1.5 The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

#### Health and Safety Profession

Health and Safety Profession (Building Projects) Work Stages	Applicable % for the relevant scope of service
<b>Stage 1:</b> Project Initiation and Briefing – 5%	n/a
<b>Stage 2 :</b> Concept and Feasibility – 20%	n/a
<b>Stage 3 :</b> Design Development – 20%	n/a
<b>Stage 4 :</b> Tender Documentation and Procurement – 10%	n/a
<b>Stage 5 :</b> Construction Documentation and Management – 40%	40%
<b>Stage 6 :</b> Project Close Out – 5%	5%

- 3.1.6 The Professional Service Provider will be appointed for the duration of the project, 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.
- 3.1.7 The table below details the expectations and deliverables of the service provider for stages five and six.

HEALTH AND SAFETY CONSULTANT		Guideline page 144/145
<b>Section 3- Standard Services</b>		
<b>3.5</b>	<b>STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT - 40%</b>	<b>Applicable Deliverables / Activities</b>
1	Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans.	✓
2	Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work	✓
3	Attend site handover meetings and lead construction project health and safety mobilisation and access plans.	✓
4	Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors.	✓
5	Attend regular site, technical and progress meetings.	✓
6	Monitor design risk management.	✓
7	Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.	✓
8	Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes.	✓
9	Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.	✓
10	Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.	✓
11	Recommend stop work orders where necessary	✓
12	Ensure that project specific emergency response and preparedness plans are compiled and tested.	✓
13	Conduct construction health and safety management system audits.	✓
14	Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements.	✓
15	Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement.	✓
16	Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.	✓
17	Perform incident and accident investigations where necessary.	✓
18	Monitor the compilation of the construction project health and safety file(s) by the contractor(s).	✓
19	Prepare and maintain the consolidated health and safety file.	✓
20	Prepare the structure commissioning health and safety plans.	✓
	<b>and for which the following deliverables are applicable:</b>	
1	Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments	✓
2	Permits to commence construction work	✓
3	Record of meetings, including all construction health and safety matters to be actioned	✓
4	Record of revised changes to the construction project health and safety risk profiles	✓

5	Record of revised changes to the construction project health and safety specifications	✓
6	Record of revised changes and commissioning of the construction project health and safety plans	✓
7	Record of revised construction project health and safety cost estimate/budget	✓
8	Records of design risk management	✓
9	Record of construction project health and safety audit reports	✓
10	Record of contractor(s) construction health and safety performance	✓
11	Record of construction project health and safety work stoppage reports	✓
12	Record of incident and accident investigations and corrective actions	✓
13	Record of interactions with the Compensation Commissioner or similar	✓
14	Record of construction health and safety system and plans reviews	✓
15	Record of construction project health and safety risk communication	✓
16	Interim health and safety file	✓
17	Structure commissioning health and safety plans	✓

Total No of deliverables for Stage 5	17
No of deliverables expected from the Consultant	17
Percentage over the total no of deliverables	100%
Percentage applicable to Stage 5 as per clause 3.2.5 of Part C3	40%
<b>Percentage applicable to Stage 5 for this Project for fee calculation purposes</b>	<b>40%</b>

HEALTH AND SAFETY CONSULTANT		Guideline page 145
<b>Section 3- Standard Services</b>		
<b>3.6</b>	<b>STAGE 6 - PROJECT CLOSE-OUT - 5%</b>	<b>Applicable Deliverables / Activities</b>
1	Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.	✓
2	Cancel all construction project health and safety legal appointments.	✓
3	Prepare the health and safety operations and maintenance report.	✓
4	Prepare the consolidated construction project health and safety close-out report	✓
	<b>and for which the following deliverables are applicable:</b>	
1	Record of audits during the defects liability period	✓
2	Record of construction health and safety risk communication	✓
3	Report on approved health and safety file	✓
4	Health and safety operations and maintenance report	✓
5	Consolidated construction project health and safety close-out report	✓

Total No of deliverables for Stage 6	5
No of deliverables expected from the Consultant	5
Percentage over the total no of deliverables	100%
Percentage applicable to Stage 6 as per clause 3.2.5 of Part C3	5%
<b>Percentage applicable to Stage 6 for this Project for fee calculation purposes</b>	<b>5%</b>

## **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 5 and 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, Malmesbury Medium B Correctional Facility, Piketberg St, Malmesbury, 7299. GPS Coordinates: 33.4542° S, 18.7304° 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

### Project Scope

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

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

### Site Information

Department of Correctional Services, Malmesbury Medium B Correctional Facility, Piketberg St, Malmesbury, 7299. GPS Coordinates: 33.4542° S, 18.7304° 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 (TEC). The Evaluator(s) will, if necessary, contact Bidders to seek clarification of any aspect of the bid.
- j) The validity period of this bid is ninety (90) days from the closing date.
- k) Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest, and indicate how such a conflict would be avoided.
- l) This document is confidential and should not be distributed to any non-bidding party without the proper authorization of the IDT.
- m) This document is released for the sole purpose of responding to this TOR and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- n) All bids must be formulated and submitted in accordance with the requirements of this TOR.
- o) The service provider will be required to sign confidentiality contracts with the IDT.
- p) Consortiums/Joint ventures are encouraged; however, the transfer of skills and partnerships should be demonstrated in the proposals.

- q) The bidder should demonstrate how it intends assisting in building the capacity of the local community and how it will transfer skills to such persons.
- r) Please note that Bid Offer is synonymous to Request for Proposals in this document.
- s) Service providers who are blacklisted by any statutory body will, under no circumstances, be considered for this project/s

**DISCLAIMER**

**The IDT reserves the right:**

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