

INDEPENDENT DEVELOPMENT TRUST

REQUEST FOR A DESIGN AND BUILD (TURNKEY) CONTRACTOR FOR DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA.

BID DOCUMENT
Bid No: DCS06WCAR005_R

BIDDER'S INFORMATION

(Must be completed by Bidder)

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

23 July 2026

PREPARED FOR:

THE INDEPENDENT DEVELOPMENT TRUST

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

CLOSING DATE AND TIME: 17 August 2026, 12H00

Email: DCS06WCTENDERS@IDT.ORG.ZA;

Tenderer Name: _____

CIDB Registration Number: _____

CIDB Grade: _____

Total of the price inclusive of value added tax: R _____

Amount in words inclusive of value added tax: _____

Bid Document to Procure a Contractor. 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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Bidder's Signature

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Part T1: BIDDING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO SUBMIT PROPOSALS

A CALL FOR A DESIGN AND BUILD (TURNKEY) CONTRACTOR FOR DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

Independent Development Trust (IDT) hereby calls for a Design and Build contractor to submit proposals for the demolition of existing units and Construction of the Prefabricated Housing Units at the Hawequa and Obiqua Correctional Centres, at Allandale Management Area. On the turnkey solution the contractor should include the professional services of Architect, Occupational Health and Safety Manager and Structural Engineer.

All contractors must be registered with Central Supplier Database (CSD) in compliance with National Treasury Instruction No. 4A of 2016/2017, Central Supplier Database (CSD) which is also applicable to Public Entities listed in Schedule 2 of the PFMA.

A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive) may be submitted with the Original duly signed and completed hardcopy bid document.

The evaluation of the proposals will be carried out in three phases including Mandatory Requirements, Functionality, and Preferential Procurement Points system as follows:

1. PHASE ONE

1.1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION

- 1.1.1. Submission of fully completed and signed Invitation to Bid (SBD 1).
- 1.1.2. Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- 1.1.3. Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).
- 1.1.4. Certificate of Acquaintance with Tender Documentation.
- 1.1.5. Submission of CIPC Document. Each company under a JV or Consortium must submit individual CIPC documents.
- 1.1.6. Proof of registration with the CSD. Each company under a Consortium must submit individual CSD, JV companies to submit a combined CSD document.

1.2. MANDATORY REQUIREMENTS/ DOCUMENTATION

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

(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully complete. Signatures in the bid document must be in black ink.

- 1.2.1. Duly signed Letter of Authority MUST be submitted authorizing the individual to sign on behalf of the bidder:

a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR

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b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.

- 1.2.2. Valid and active CIDB grading of 3 GB or higher. JV to hold a consolidated CIDB grading which is equivalent to the required grading.

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- Every member of the joint venture is registered with the CIDB;
 - The lead partner has a contractor grading designation in the 3 GB or 2 GB class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
 - The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered 3GB or higher GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- 1.2.3. The bidder must provide a valid proof of registration certificate with the NHBRC. In case of a JV or Consortium, the lead partner must provide the NHBRC certificate.
- 1.2.4. Valid COIDA or Letter of good standing with the Department of Labour / FEM. Not applicable to sole proprietor companies. Each company under a JV or Consortium must submit a valid COIDA documents
- 1.2.5. Letter of intent signed by the contractor and professional team confirming the agreement to participate in the Turnkey solution to execute the projects.
- 1.2.6. Provision of a letter of intent for performance guarantee to the value of 10% of the construction amount. The letter of intent submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. **No alterations or amendments of the wording of the pro-forma will be accepted.**
- 1.2.7. Valid and active Professional Registration of the required professional services provider forming part of the turnkey solution registered with its respective built environment council as a Professional Technologist or Engineer; Structural Engineer; Architect, Occupational Health and Safety Manager (i.e. SACAP, ECSA and SACPCMP).
- 1.2.8. Valid letter of Intent of Professional Indemnity (PI) Insurance cover for professional services per discipline. The value of the PI should not be less than R 500 000,00 for each Professional Discipline. The Letter of Intention for the Professional Indemnity should be from a licensed

Financial Service Providers (FSP).

- 1.2.9. Submission of Joint Venture (JV) Agreement/Contract signed by all parties (consortium / joint venture), authorizing a dedicated person(s) to sign documents on behalf of the joint venture / consortium.
- 1.2.10. Attendance to the compulsory briefing meeting.
- 1.2.11. Confirmation of Receipt of Addenda to Bid Documents, if applicable.
- 1.2.12. Compulsory Enterprise Questionnaire complete and signed

Directors in the Service of State

Where a person within the Bidding Entity is an Employee of the State, Bidder should:

- submit a signed letter on a letter head from their Accounting Officer/ Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PAMA")
 - submit a signed letter on a letterhead from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee.
- 1.2.13. Directors to submit certified ID copies not older than 3 months from the tender closing date.
 - 1.2.14. Tenderer must complete and sign the form of offer and acceptance.

Any Bidder who fall under the following criteria will be disqualified:

- (i) **NOTE: Failure to submit any of the above mentioned documents / requirements shall result in disqualification of the bid.**

NOTE: Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration.

- Use of correction fluid is prohibited.
 - Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, in black ink (All as per Standard Conditions of Tender and as per the specific condition of this tender document).
- (ii) If the company/ Director is listed under the Tender Defaulting and Restriction Status - the bidder will be disqualified.

2. PHASE TWO:

FUNCTIONALITY CRITERIA		POINTS ALLOCATION
A.	Experience of the company on similar projects not older than 5 years	30
B.	Quality of services based on client reference letters, on the provided template, corresponding to the company experience proven under item "A" above	20
C.	Qualifications, experience and professional registration of the professional services provider forming part of the turnkey solution	30
D.	Contractors resources	10
E.	Financial viability	10
TOTAL		100 Points

3. PHASE THREE: PREFERENTIAL POINT SYSTEM

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

In order to claim preferential point system, the BEC will use the information provided from the CSD. Bidders are required to submit a certified copy of the documents listed below not older than six (6) months from the closing of the tender:

- Woman (Originally Certified ID Document)
- Youth (Originally Certified ID Document)
- People with Disability (Letter from the doctor Confirming the Disability)
- Black Ownership (Originally Certified ID Document)

In cases of a Joint Venture, both JV partners must submit the abovementioned source documents to claim and be awarded points.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TARGETED GROUP	
Women	6
Youth	6
People with Disabilities	4
Black People	4
Total points for Price and SPECIFIC GOALS	100

STAGE OF AWARD

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

1. Proof of Central Supplier Database (CSD) registration
2. Valid Tax Compliance Letter with a unique pin
3. Submission of a realistic, well structured (correctly sequenced) programme, within the stipulated timeframe and in an acceptable project management computer programme. This programme will form part of the contractual documentation. The duration indicated in the programme will define the contract period upon award of the tender.
4. Detailed Health and Safety Plan aligned to the requirements of the project
5. Performance Guarantee

Disclaimer:

Note: *The IDT reserves the right to request information or documentation in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA) and section 217 of the Constitution. Failure to submit clarification and or documentation within 7 calendar days from the date of request will disqualify the tender offer from further consideration.*

COMPULSORY TENDER BRIEFING

A compulsory briefing meeting will first take place at the Hawequa Correctional Center on **04 August 2026 at 10h00** (refer to the Tender Data): Bidders are advised to arrive at least 30 minutes' prior the start of the meeting to allow for security screening.

Google Maps GPS co-ordinates: - [33°37'51"S, 19°00'28"E]

The second site visit will take place at the Obiqua Correctional Centre on **04 August 2026 at 13h00** (refer to the Tender Data): Bidders are advised to arrive at least 30 minutes' prior the start of the meeting to allow for security screening.

Google Maps GPS co-ordinates: - [33°16'28"S, 19°08'45"E]

Tenderers must sign a compulsory attendance register for both sites mentioned above in the name of the tendering entity. Addenda and additional documents (if any) will be issued only to tenderers appearing on the attendance register. ***Failure to attend both site visits will result in disqualification.***

AVAILABILITY OF DOCUMENTS

Documents will be available free of charge online from **23 July 2026** on the following websites:

- E-tender – www.etenders.gov.za
- IDT website - www.idt.org.za
- CIDB Website – www.cidb.org.za

BIDDERS QUERIES

Any queries shall be directed in writing to the IDT during office hours (08h30 – 17h00) weekdays and shall be addressed to the contact person/s in the addresses indicated below;

All queries should be submitted no later than 07 August 2026. The IDTs response to bid queries will be no later than five (5) working days before the closing date.

ENQUIRIES:

Email: DCS06WCTENDERS@IDT.ORG.ZA

CLOSING DATE AND TIME

The closing time for receipt of tenders is 12:00 Noon on **17 August 2026**. Tenders shall be submitted at:

The IDT Office Tender Box

The Physical Address delivery of Tender documents is:

IDT Western Cape Regional Office

14th Floor, Customs House

Heerengracht Street, Foreshore, Cape Town, 8001

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

USER CLIENT

Disclaimer:

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

CONTACT DETAILS

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

Name of bidder:

.....

Trading Name

.....

VAT registration number

.....

Tax Clearance Certificate
submitted

YES / NO

Postal address:

.....

Street address:

.....

Contact Person

.....

Telephone number:

Code

.....
.....

Number

.....
.....

Cellular number:

.....

Facsimile number:

Code

.....
.....

Number

.....
.....

e-Mail address:

.....

T1.2 BID DATA

T1.2.1 BACKGROUND

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

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

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

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

T1.2.2 BID DETAILS

Bid Data (including special conditions of Bid)

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

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

Clause number	Bid Data
C.1	General In this document “Client” means the “employer” as referenced in the Standard Conditions of Tender, and the terms may be used interchangeably in this document. The Client is Independent Development Trust

Clause number	Bid Data
F.1.2	The Bid Documents issued by the Employer comprise of the following documents: THE BID <u>Part T1 : Bidding procedures</u> T1.1 - Tender notice and invitation to bid. T1.2 - Tender data <u>Part T2 : Returnable documents</u> T2.1 - List of returnable documents T2.2 – Returnable schedule THE CONTRACT <u>Part C1 : Contracts and Contract data</u> C1.1 - Form of offer and Acceptance. C1.2 - Bid Contract data C1.3 - Construction Guarantee. C1.4 - Adjudicator's Agreement <u>Part C2 : Pricing data</u> C2.1 - Pricing instructions C2.2 - Activity Schedule <u>Part C3 : Works information / Scope of Works</u> C3.1 - Employers Works information / scope of works <u>Part C4 : Project and Site information</u> C4 - Site information
F.1.4	Communication and Employer's Agent/ Project Manager All communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.
F.1.4 (a)	The Employer is the Independent Development Trust (IDT) IDT Western Cape Regional Office 14th Floor, Customs House Heerengracht Street, Foreshore, Cape Town, 8001
F1.4 (b)	The Employer's Representative is Name: Ms. Magwaza Email: dcs06wctenders@idt.org.za;
F1.5.1	The employer's right to accept or reject any tender offer The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection.

Clause number	Bid Data
F2	Tenderer's Obligations
F.2.1	Eligibility Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT) or the DCS.
F2.1.1	CIDB Grading In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 3GB (General Building) or higher, class of construction work, defined by CIDB as follows.
F2.1.2	Contractor Professional Team In order to be considered for an appointment in terms of this tender, the tenderer must provide a Design & Build (Turnkey) solution with a registered, qualified and experienced consulting team including: - Architect - Structural Engineer - OHS Manager The above professional team must be under the employment of the Contractor at the close of tender, alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the "Professional Team" schedule, Part T2.2: Returnable Schedules. Individuals must be identified for each of the professional team listed on the "Professional Team" schedule, Part T2.2: Returnable Schedules. Where the professional team member is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the member listed in the "Professional Team" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.

F.2.1.3	Bid offers will only be accepted if the bidder has: 1.1 ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION 1.1.1 Submission of fully completed and signed Invitation to Bid (SBD 1). 1.1.2 Submission of fully completed and signed Bidder's Disclosure (SBD 4). 1.1.3 Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1). 1.1.4 Certificate of Acquaintance with Tender Documentation. 1.1.5 Submission of CIPC Document. Each company under a JV or Consortium must submit individual CIPC documents. 1.1.6 Proof of registration with the CSD. Each company under a JV or Consortium must submit individual and combined CSD documents. 1.2 MANDATORY REQUIREMENTS/ DOCUMENTATION Only Tenderers who satisfy the following eligibility criteria are eligible to this tenders: (Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully complete. Signatures in the bid document must be in black ink. 1.2.1 Duly signed Letter of Authority MUST be submitted authorizing the individual to sign on behalf of the bidder: a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document. 1.2.2 Valid and active CIDB grading of 3 GB or higher. JV to hold a consolidated CIDB grading which is equivalent to the required grading 1.2.3 Valid and active CIDB grading of 3 GB or higher. 1.2.4 The bidder must provide a valid proof of registration certificate with the NHBRC. 1.2.5 Valid COIDA or Letter of good standing with the Department of Labour/ FEM. Not applicable to sole proprietor companies. 1.2.6 Letter of intent signed by the contractor and professional team confirming the agreement to participate in the Turnkey solution to execute the projects. 1.2.7 Valid and active Professional Registration of the required professional services provider forming part of the turnkey solution registered with it respective built environment council as a Professional or Professional Technologist Architect, Occupational Health and Safety and Structural Engineer. (i.e. SACAP, ECSA and SACPCMP).
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	1.2.8 Valid letter of Intent of Professional Indemnity (PI) Insurance cover for professional services per discipline. The value of the PI should not be less than R 500 000,00 for each Professional Discipline. The Letter of Intention for the Professional Indemnity should be from a licensed Financial Service Providers (FSP). 1.2.9 Signed Joint Venture (JV) Agreement between contractor (if applicable). 1.2.10 Attendance to the compulsory briefing meeting. 1.2.11 Confirmation of Receipt of Addenda to Bid Documents, if applicable. 1.2.12 Tenderer must complete and sign the form of offer.
F.2.7	A compulsory briefing meeting will take place at the Hawequa and Obiqua Correctional Centre on 04 August 2026 at the following times: Hawequa: 10H00 [33°37'51"S, 19°00'28"E] Obiqua: 13H00 [33°16'28"S, 19°08'45"E]
	Tenderers must sign a compulsory attendance register in the name of the tendering entity. Attendance by a company representative is compulsory. Addenda and additional documents (if any) will be issued only to tenderers appearing on the attendance register.
F.2.12	Alternative offers are not applicable.
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original.
F.2.13.5	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
F.2.15.1	Location of IDT bid box: "The IDT WC Regional Office Tender Box" Physical address: The Physical Address delivery of Tender documents is: 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 IDT tender box.
F.2.13.5	Identification details: Bid reference number: BID NO.: DCS06WCAR005_R Title of Bid: REQUEST FOR A DESIGN AND BUILD (TURNKEY) CONTRACTOR FOR DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA Closing date: 17 August 2026 Closing time of the bid: 12:h00 PM

Clause number	Bid Data
F.2.13.6	The tenderer must provide one original signed bid document. The tenderer must submit the signed original tender offer. The tenderer will seal the original tender offer. The tenderer shall submit the Tender in one envelope as an original, failure to comply will result in disqualification of the tender. The bidder must ensure that the tender is submitted in a sealed envelope with the name and address of the bidder with the tender number and closing date indicated on the envelope. (The bidder must also ensure that the courier company comply with this condition). The cover or envelope must not contain documents relating to any tender other than shown on the cover envelope, i.e., • Name of the company • Closing date and time • Contact person's name • Contact person's email address • Contact person's cellphone number A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive) should be submitted with the Original duly signed and completed hardcopy bid document.
F.2.13.9	Telephonic, e-mailed and late bid offers WILL NOT be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	Tender will be published on the following websites: • E-tender – www.etenders.gov.za • IDT website - www.idt.org.za • CIDB Website – www.cidb.org.za
F.3.11.3	The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2022, please refer to T1.2.3 for details: 80/20 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R50 000 000.00
F.3.11.5	Quality / functionality / technical evaluation will be applicable. Please refer to T1.2.3 for details.
	Client's undertaking All responsive tender offers are subject to a comprehensive risk assessment in terms of: 1. Financial viability and sustainability; 2. Technical Risks; Experience, Resources and References 3. Evaluation and validation of the required information provided by the tenderer in inter alia returnable schedules.

	4. In addition to achieving the overall minimum qualifying score for functionality, bidders shall be required to achieve the minimum threshold stipulated for each critical evaluation criterion. Failure to achieve the minimum threshold in any criterion shall render the bid non-responsive for functionality purposes. During the bid evaluation process the Employer reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within Committee's strict deadlines seven days after receipt of such a request will disqualify the tender. Tender offers which present an unacceptable high risk to the Client in terms of one or all of the risk assessment criteria above will be rejected. To remain compliant with the evaluation process, Tenderers must provide exhaustive information as outlined in the Terms of Reference (TORs), as failure to fully complete these requirements will result in the bid being declared non-responsive. The Evaluation Committee will assess technical and commercial risks based on the specific weighting and priorities defined in the project's TORs rather than treating all criteria equally. Technical Risks: Experience on similar projects: To satisfy the evaluation of experience, Service Providers must demonstrate a 5-year track record of similar projects that align with the specific scale, nature, complexity and cost defined in the TORs. The Evaluation Committee will verify these claims through independent research and physical inspections of your work, making it mandatory to provide accurate, contactable references to avoid an immediate non-responsive disqualification. Suitably qualified and appropriately experienced human resource: To satisfy the resource requirements, Service Providers must demonstrate technical competence by allocating qualified personnel—including principals, contract managers, and site agents—whose professional registrations and experience align directly with the project's scope. This capability must be evidenced through a detailed company organogram and comprehensive CVs, which the IDT will verify to ensure the team can respond appropriately to service demands. Commercial Risks: Financial viability and sustainability; The financial viability assessment evaluates whether a Service Provider possesses the financial stability and resources to successfully complete the project at the tendered price while honoring all long-term guarantees and warranties. This analysis considers the sustainability of tendered rates, bank ratings, and current liquidity as verified by auditor reports, ensuring the firm has sufficient capital or access to credit for the duration of the contract.
F.3.13.1	The employer reserves the right: - to award the contract in whole or in part to the successful bidder or not to award the bid at all. - not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

T1.2.3 EVALUATION PROCEDURE

Bid evaluation will be conducted as per the stages below:

Stage 1: Eligibility of Bidders

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

Table one (1) lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than 6 months from the closing date.

Table 1: List of Returnable Administrative Compulsory Documents

Item	Description of Mandatory Administrative Returnable Document
T2.A1	Submission of fully completed and signed Invitation to Bid (SBD 1).
T2.A2	Submission of fully completed and signed Bidder's Disclosure (SBD 4).
T2.A3	Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).
T2.A4	Certificate of Acquaintance with Tender Document
T2.A5	Submission of CIPC Document. Each company under a JV or Consortium must submit individual CIPC documents.
T2.A6	Proof of registration with the CSD. Each company under a JV or Consortium must submit individual and combined CSD documents.

Table 2: List of Returnable Compulsory Documents

Item	Description of Compulsory Returnable Document
T2.B1	Authority to Sign a Bid.
T2.B2	Valid and active CIDB grading of 3 GB or higher. JV to hold a consolidated CIDB grading which is equivalent to the required grading.
T2.B3	The bidder must provide a valid proof of registration certificate with the NHBRC. In case of a JV or Consortium, the lead partner must provide the NHBRC certificate.
T2.B4	Valid COIDA or Letter of good standing with the Department of Labour / FEM. Not applicable to sole proprietor companies. Each company under a JV or Consortium must submit a valid COIDA documents.
T2.B5	Letter of intent signed by the contractor and professional team confirming the agreement to participate in the Turnkey solution to execute the projects.

T2.B6	Provision of a letter of intent for performance guarantee to the value of 10% of the construction amount.
T2.B7	Valid and active Professional Registration of the required professional services provider forming part of the turnkey solution registered with its respective built environment council as a Professional Technologist or Engineer; Structural Engineer; Architect, Occupational Health and Safety Manager (i.e. SACAP, ECSA and SACPCMP).
T2.B8	Valid letter of Intent of Professional Indemnity (PI) Insurance cover for professional services per discipline. The value of the PI should not be less than R 500 000,00 for each Professional Discipline. The Letter of Intention for the Professional Indemnity should be from a licensed Financial Service Providers (FSP).
T2.B9	Signed Joint Venture (JV) Agreement between contractor signed by all parties (consortium/joint venture), authorizing a dedicated person(s) to sign documents on behalf of the joint venture / consortium.
T2.B10	Attendance to the compulsory briefing meeting.
T2.B11	Confirmation of Receipt of Addenda to Bid Documents, if applicable.
T2.B12	Compulsory Enterprise Questionnaire complete and signed
T2.B13	Tenderer must complete and sign the form of offer.

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%** or above of the total functionality / quality points will be eligible to be evaluated under Stage Three (3).

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

Table 3: Summary of Quality Criteria

Quality Criteria		Points Allocation
A.	Experience of the company on similar projects not older than 5 years	30
B.	Quality of services based on client reference letters, on the provided template, corresponding to the company experience proven under item "A" above	20
C.	Qualifications, experience and professional registration of the professional services provider forming part of the turnkey solution	30
D.	Contractors resources	10
E.	Financial viability	10
TOTAL POINTS		100

A. EVALUATION SUB-CRITERIA: FIRM'S EXPERIENCE ON SIMILAR PROJECTS (30 points)

Relevant Experience on Similar Construction Projects (30 points):

Points are allocated for relevant experience relating to built environment on the demolition and construction of housing / building projects using Alternative Building Technologies (ABT) completed within the past 5 years for the value of R 450,000.00 or above.

Bidders are requested to list the **four (4) projects**, for which they wish to be considered for evaluation in the returnable document T2. B6.

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

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

- I. Letters of Appointment
- II. Practical/Final Completion Certificates

Both documents (I. & II. above) must be submitted in order for the bidders to be scored in this criteria. The letter of appointment must correspond with the practical/final completion certificate submitted.

Evaluation points will be awarded in terms of the following Table 4:

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

A - Evaluation sub-criteria: Firm's Experience on Similar Projects (30 points) (To be rounded off to the nearest single digit)	
Sub Criteria – Similar projects refers to Housing / building projects using Alternative Building Technologies (ABT) completed within the past 5 years for the value of R 450,000.00 or above. This is to be supported by the requested documentation as defined under Part T2.2 returnable schedule.	Maximum Points Awarded
Bidder has not provided evidence of experience on similar projects.	0
Bidder has provided evidence of experience on one (1) similar project	8
Bidder has provided evidence of experience on two (2) similar projects	15
Bidder has provided evidence of experience on three (3) similar projects	21
Bidder has provided evidence of experience on four (4) similar projects	30

** Bidders are to note that during evaluation the Employer at its discretion may embark on a due diligence exercise on the projects under consideration and may visit the sites to confirm reference.

B. EVALUATION SUB-CRITERIA:

Quality of services based on Clients Reference Letter, as per the template (20 points)

C. EVALUATION SCHEDULE:

Qualifications, experience and professional registration of the professional service providers forming part of the turnkey solution (30 points)

Qualifications, Valid and Active Professional Registration and Experience of the professional service providers forming part of the turnkey solution (30 points):

Points will be allocated based on professional registration, qualifications, and relevant experience of the key personnel assigned to the project. To obtain these points, each key personnel must possess a valid and active professional registration with the applicable Built Environment Council relevant to the allocated professional service.

For each key personnel member allocated to the project, bidders must submit the following documents:

- A detailed Curriculum Vitae.
- Proof of qualifications.
- A copy of the current active professional registration/letter of good standing from the relevant professional council.

Bidders claiming point for key staff holding Foreign qualifications will only be recognised where a valid South African Qualifications Authority (SAQA) evaluation report is provided. Furthermore, foreign nationals are required to submit a valid work permit or proof of legal authorisation to work in South Africa. These documents must be submitted in accordance with the returnable schedule T2.2.

Failure to submit all required documentation for each category will result in no points being awarded under this evaluation criterion.

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

Table 5: B - Qualifications and competencies of proposed professional service providers (30 points)

Description of the Criteria for Key Personnel	Point Allocation												
Architect Only a registered person with active registration with SACAP as Pr. Senior Architectural Technologist or Pr. Architect, will be considered. Points allocated based on the relevant experience: <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>6 years or more</td><td>10 point</td></tr> <tr> <td>5 years</td><td>8 point</td></tr> <tr> <td>4 years</td><td>6 point</td></tr> <tr> <td>3 years</td><td>4 point</td></tr> <tr> <td>Less than 3 years</td><td>2 point</td></tr> </table>	Years of Experience	Point Allocation	6 years or more	10 point	5 years	8 point	4 years	6 point	3 years	4 point	Less than 3 years	2 point	10
Years of Experience	Point Allocation												
6 years or more	10 point												
5 years	8 point												
4 years	6 point												
3 years	4 point												
Less than 3 years	2 point												

Description of the Criteria for Key Personnel	Point Allocation												
Structural Engineer Only a registered person as Structural Engineer with active registration with ECSA as Pr. Engineering Technologist or Pr. Engineer, will be considered. Points allocated based on the relevant experience: <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>6 years or more</td><td>10 point</td></tr> <tr> <td>5 years</td><td>8 point</td></tr> <tr> <td>4 years</td><td>6 point</td></tr> <tr> <td>3 years</td><td>4 point</td></tr> <tr> <td>Less than 3 years</td><td>2 point</td></tr> </table>	Years of Experience	Point Allocation	6 years or more	10 point	5 years	8 point	4 years	6 point	3 years	4 point	Less than 3 years	2 point	10
Years of Experience	Point Allocation												
6 years or more	10 point												
5 years	8 point												
4 years	6 point												
3 years	4 point												
Less than 3 years	2 point												
Health and Safety Consultant Only a registered person with active registration with SACPCMP as Pr. Construction Health and Safety Agent or Pr. Construction Health and Safety Manager, will be considered. Points allocated based on the relevant experience: <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>6 years or more</td><td>10 point</td></tr> <tr> <td>5 years</td><td>8 point</td></tr> <tr> <td>4 years</td><td>6 point</td></tr> <tr> <td>3 years</td><td>4 point</td></tr> <tr> <td>Less than 3 years</td><td>2 point</td></tr> </table>	Years of Experience	Point Allocation	6 years or more	10 point	5 years	8 point	4 years	6 point	3 years	4 point	Less than 3 years	2 point	10
Years of Experience	Point Allocation												
6 years or more	10 point												
5 years	8 point												
4 years	6 point												
3 years	4 point												
Less than 3 years	2 point												
Subtotal number of points	30												

D. EVALUATION SUB-CRITERIA: Contractors Human Resources (10 points)

The bidder to submit details of the individuals, the bidder commits to employ all these human resources full-time on this project only. If there is turnover in staff the contractor must ensure that the replacement carries the same or better credentials. Qualifications, Experience of human resource **(10 points)**

Table 6: Contractors Human Resources

Resources	Description	Requirements	Points
Construction Project manager	Built Environment B-Degree / B-Tech/ Advanced Diploma and 5 years' verifiable experience, of which at least 1 project must be of R 500 000.00	CV & Built Environment Qualification	4
Electrician	Registered Artisan Electrician with 5 years of proven industry experience and the requisite qualifications to issue Certificates of Compliance (CoCs).	CV & Built Environment Qualification, Valid Trade Test certificate	3
Plumber	Registered Artisan Plumber with at least 5 years of relevant experience in residential plumbing works and possessing the necessary qualifications and trade certification to undertake plumbing installations, repairs and statutory compliance requirements for residential properties.	CV & Built Environment Qualification and Valid trade test certificate	3

Resources	Description	Requirements	Points
Subtotal number of points			10

E. EVALUATION SUB-CRITERIA: Financial Viability and Sustainability (10 points)

Points are allocated for the submission of the Technical proposal which should address the project specifics (as per returnable schedule **T2.2**).

The bidders need to demonstrate the objective financial capacity to manage cash-flow obligations associated with the management and payment suppliers.

This assessment is not an evaluation of price and does not require accounting or financial advisory judgement by the Bid Evaluation Committee (BEC).

Primary Evidence

- Bank confirmation letter confirming the existence of an active banking relationship or facility.
(A bank confirmation letter shall not be used to assess liquidity ratios, net asset position or turnover.)
- Bank Rating Letter

Evaluation Criterion	Evidence Required	Requirement	Points
Active Banking Relationship	Bank Confirmation Letter	Valid letter confirming the bidder maintains an active banking relationship or banking facility.	4
Bank Rating	Bank Rating Letter	Valid Bank Rating Letter issued by the bidder's bank. BANK RATE CRITERIA Code A 4 Code B 3 Code C 2 Code D 1	4
Bidder's liquidity	Bank reference letter and cash flow for this project	The contractor needs to provide proof that they have at least R450 000 to R600 000 in liquid cash or available credit to survive early expenses	2
Total			10

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

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

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

Item	Description of Returnable Document for Evaluation	Yes /No
T2.C1	Experience of the company on similar projects not older than 10 years	
T2.C2	Quality of services based on client reference letters corresponding to the company experience proven under item “T2.C1” above	
T2.C3	Qualifications, experience and professional registration of the professional services provider forming part of the turnkey	
T2.C4	Qualifications, experience and professional registration of the contractor’s resources forming part of the turnkey	
T2.C5	Financial viability: Bank confirmation letter, Bank rating letter and the contractor needs to provide proof that they have at least R450 000 to R600 000 in liquid cash or available credit to survive early expenses	
T2.C6	Tax compliance letter with a unique pin.	

Item	Description of Returnable Document for Evaluation	Yes /No
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data Part Two: Data provided by the <i>Contractor</i>	
C1.3	Performance Guarantee	
C1.4	Adjudicator’s agreement	
C2.1	Pricing Instruction	
C2.2	Activity Schedule	
C3.1	Employers works information / scope of work	
C4.1	Site Information	

Part T2.2: RETURNABLE SCHEDULE

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

INSERT HERE

T2.2 Returnable schedules

Important information for completing returnable schedules

1. T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
 - i. Tender Schedules
 - ii. Contract Schedules

The first group of schedules (Tender Schedules) follows directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. All returnable schedules require the signature of the tenderer's authorized signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.

T2. A1 SBD 1 - INVITATION TO BID PART

A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)					
BID NUMBER:	DCS06WCAR005_R		CLOSING DATE:	17 August 2026	CLOSING TIME: 12h00
DESCRIPTION	PROCUREMENT OF A DESIGN AND BUILD (TURNKEY) CONTRACTOR FOR DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT Western Cape Regional Office					
14th Floor, Customs House					
Heerengracht Street, Foreshore,					
Cape Town, 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Smangaliso Magwaza		CONTACT PERSON	Ms. Smangaliso Magwaza	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	DCS06WCTENDERS@IDT.ORG.ZA		E-MAIL ADDRESS	DCS06WCTENDERS@IDT.ORG.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO			
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, NEC 3 A: PRICED CONTRACT WITH ACTIVITY SCHEDULE) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

T2.A2 SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

- 2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1.** If so, furnish particulars:

.....
.....

- 2.3** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1.** If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

T2.A3 SBD 6.1 - PREFERENCE POINTS CLAIM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TARGETED GROUP	
Women	6
Youth	6
People with Disabilities	4
Black People	4
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$
---	-----------	---

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

Source Documents to be submitted with the Bid

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

DECLARATION WITH REGARD TO COMPANY / FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY / FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

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- fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

COMPULSORY ENTERPRISE QUESTIONNAIRE

Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			

Section 6: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the Council of Province ☐ a member of the board of directors of any entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance National Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national municipal or provincial public entity ☐ an employee of Parliament or a provincial legislature		
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution |
| ☐ a member of any provincial legislature | ☐ within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of the National Assembly or National Council of Province | ☐ a member of an accounting authority of any national |
| ☐ a member of the board of directors of | |

any municipal entity or provincial public entity
☐ an official of any municipality or ☐ an employee of Parliament or a provincial legislature
 municipal entity

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Date

Signed

Name

Position

Enterprise
name

T2.A4 SIGNED CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT

1. I/we do hereby certify that I/we acquaint myself/ourselves with all the documentation comprised in this request for Qualification and all conditions contained therein, as laid down by IDT for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that IDT shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any request for qualification /contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services 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 Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the request for qualification; or
 - f) tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this request for qualification relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, _____ of
(Authorized Signatory)

(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable

(Signature)

(Date)

T2.A5 CONTRACTORS COPY OF COMPANY REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS (CIPC) OR AFFIDAVIT AND A TRADE NAME IF A SOLE PROPRIETOR

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

Attach the Firm's Copy of Registration of Incorporation or Company Registration Documents or Affidavit and Trade Name Here. Provide certified ID copy of the director/s not older than 3 months from the closing date of the tender.

T2. A6 CENTRAL SUPPLIER DATABASE

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

IMPORTANT NOTES:

Proof that the Bidder is registered on the CSD must be attached here.

T2.B1 AUTHORITY TO SIGN A BID

Fill in the relevant portion applicable to the type of organization

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, authorizing 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 on20.....

Mr./Mrs./Ms.....

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
.(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

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

C. PARTNERSHIP

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

Full name of partner	Residential Address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as

 hereby
 authorize to sign this bid as well as any contract resulting from the
 bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE	 SIGNATURE	 SIGNATURE
..... DATE	 DATE	 DATE

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 authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at.....
Mr/Mrs/Ms, whose signature appears below, has been
authorized
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 ASDATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

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

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: DATE:

T2.B2 PROOF OF ACTIVE CIDB GRADING OF 3GB OR HIGHER.

Attached hereto is the Construction Industry Development Board (CIDB) proof of registration with a grading of 3GB or higher.

(Attached hereto is my / our copies of the Construction Industry Development Board (CIDB) proof of registration with a grading of 3GB or higher. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we do not have Construction Industry Development Board (CIDB) proof of registration with a grading of 3GB or higher, and as such, our bid will be disqualified.

T2.B3 VALID AND ACTIVE REGISTRATION WITH THE NATIONAL HOME BUILDERS REGULATION COUNCIL (NHBRC) AS A HOME BUILDER

Attached hereto is the Valid and Active National Home Builders Regulation Council (NHBRC) certificate.

(Attached hereto are my / our copies of the NHBRC certificate. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are do not have an Active and valid NHBRC certificate/ registration, and as such, our bid will be disqualified.)

T2.B4 VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION CERTIFICATE FROM ALL COMPANIES FORMING PART OF THE CONSORTIUM.

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

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

T2.B5 LETTER OF INTENT SIGNED BY THE CONTRACTOR AND PROFESSIONAL TEAM CONFIRMING THE AGREEMENT TO PARTICIPATE IN THE TURNKEY SOLUTION TO EXECUTE THE PROJECTS.

Attached hereto is the Letter of Intent

Your failure to submit the above documentation will lead to the conclusion that your entity / company does not have the qualified and registered professional team required for this turnkey project, and therefore, the bid will be disqualified.

T2.B6 VALID PROOF OF PERFORMANCE GUARANTEE.

Valid letter of intent for performance guarantee to the value of 10% of the construction amount. The letter of intent submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma provided. **No alterations or amendments of the wording of the pro-forma will be accepted.**

Attached hereto is the Letter of Intent

T2.B7 PROFESSIONAL REGISTRATION OF THE KEY PERSONNEL ASSIGNED TO THE PROJECT WITH EACH RESPECTIVE BUILT ENVIRONMENT COUNCIL

Attached hereto is a Copy of a Valid and Active Professional Registration or a Letter of good standing of the key personnel assignment to the project with each Respective Built Environment Council.

Required as per the table below:

Professional Discipline	Built Environment Council	Professional Registration Category for at least one company Director
Architect	SACAP	Professional Architect/Technologist
Structural Engineer	ECSA	Professional Engineer / Professional Engineering Technologist
Occupational Health & Safety	SACPCMP	Professional Construction Health and Safety Officer

Failure to submit the aforementioned documentation will lead to disqualification.

(Copy of a Valid and Active Professional Registration or letter of Good Standing of the professional service provider assigned to the project with each Respective Built Environment Council to be inserted here

T2.B7.1 DESIGN AND BUILD (TURNKEY SOLUTION) CONTRACTOR: CV, PROFESSIONAL REGISTRATION & QUALIFICATIONS OF THE KEY PERSONNEL INVOLVED IN THE PROJECT

The Tenderer shall list below the key personnel that they intend to utilize on the Works, including key personnel hired for the project.

Category of Employee	Key Personnel Details		Number Of Persons			
			Existing Key Personnel, Part of The Contractor's Organisation		Key Personnel Hired For The Project	
	Full Name	Council Name & Pr. Registration Number	Non-Hdi	Hdi	Non-Hdi	Hdi
Structural Engineer						
Occupational Health and Safety (OHS)						
Architect						

Tenderer shall insert data in the spaces provided on the following pages, details of the key personnel required to be in the employment of the tenderer or other organization in order for the tenderer to be eligible to submit a tender for this project.

Tenderers shall attach the following documentation of each key personnel involved in the project as referred in table above:

- The CVs,
- certified professional registration certificate,
- certified proof of professional qualifications

Your failure to submit the above documentation will lead to the conclusion that your entity/ company does not have the qualified and registered key personal required for this turnkey project, and therefore, the bid will be disqualified.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE.....

T2.B7.1.1 CV FOR STRUCTURAL ENGINEER

[illegible]**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.B7.1.3 CV FOR ARCHITECT

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

Certification:

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

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

.....
DATE

INCUMBANT'S IDENTITY NUMBER:

T2.B7.2 DESIGN AND BUILD (TURNKEY) CONTRACTOR: CV, Q QUALIFICATIONS AND TRADE TEST CERTIFICATES OF THE CONTRACTOR'S RESOURCES INVOLVED IN THE PROJECT

The Tenderer shall list below the contractors Resources that they intend to utilize on the Works, including key personnel hired for the project.

Category of Employee	Contractors Human Resources	Number Of Persons			
		Existing Resources, Part of The Contractor's Organisation		Resources Hired For The Project	
		Non-Hdi	Hdi	Non-Hdi	Hdi
Construction Manager					
Installation Electrician					
Plumber					

Tenderer shall insert data in the spaces provided on the following pages, details of the contractors resources required to be in the employment of the tenderer or other organization in order for the tenderer to be eligible to submit a tender for this project.

Tenderers shall attach the following documentation of each key personnel involved in the project as referred in table above:

- Curriculum Vitae (CV);
- Certified copy of a valid professional registration certificate, where applicable;
- Certified copy of the relevant academic qualifications and/or trade certificate.

Your failure to submit the above documentation will lead to the conclusion that your entity/ company does not have the qualified and registered key personal required for this turnkey project, and therefore, the bid will be disqualified.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE.....

T2.B7.2.1 CV FOR CONSTRUCTION PROJECT MANAGER

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

Certification:

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

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

.....
DATE

INCUMBANT'S IDENTITY NUMBER:

T2.B7.2.2 CV FOR ELECTRICIAN

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

Certification:

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

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

DATE

INCUMBANT'S IDENTITY NUMBER:

T2.B7.2.3 CV FOR PLUMBER

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

Certification:

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

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

.....
DATE

INCUMBANT'S IDENTITY NUMBER:

T2.B8 VALID PROOF OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS.

Valid letter of Intent of Professional Indemnity (PI) Insurance cover for professional services per discipline. The value of the PI should not be less than R 500 000,00 for each Professional Discipline. The Letter of Intention for the Professional Indemnity should be from a licensed Financial Service Providers (FSP).

Attached hereto is the Letter of Intent

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

T2.B9 SIGNED COPY OF JOINT VENTURE (JV) AGREEMENT CONTRACT IF APPLICABLE

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

(Attach the signed Joint-venture agreement)

T2.B10 ATTENDANCE TO THE COMPULSORY BRIEFING MEETING.

Attached hereto are signed copy of the attendance registers to the compulsory briefing meeting. Our failure to submit the copy with our signed attendance register to the compulsory briefing meeting will lead to the conclusion that our company was not in attendance, and as such, our bid will be disqualified.

Please note that a copy of the attendance register will be provided.

(Attach the signed copy of the attendance register to the compulsory briefing meeting)

T2.B11 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

Date

T2.B12 SIGNED CONFIDENTIALITY AGREEMENT

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

1. For the purposes of this agreement "confidential information" means:
 - 1.1 Unless specified in writing to the contrary by the contracting authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies of drawings, site layouts thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the contracting authority, the supply of goods under the contract and all and any information supplied or made available to the consultant (to include employees, agents, subcontractors and other suppliers) for the purposes of the contract(s); and
 - 1.2 Any and all information which has been derived or obtained from information described in sub-paragraph 1.1
2. Save as may be required by law, the contactor agrees in respect of the confidential information:
 - 2.1 To treat such confidential information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 2.2 Not, without the prior written consent of the contracting authority, to communicate or disclose any part of such confidential information to any person except:
 - i To those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
 - ii To the contactor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the confidential information in connection with the business of the contactor provided always that the contactor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the confidential information and that they owe a duty of confidence to the contracting authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this agreement.
3. The contactor undertakes:
 - 3.1 To comply with all directions of the contracting authority with regard to the use and application of all and any confidential information or data.
 - 3.2 To comply with all directions as to local security arrangements deemed reasonably necessary by the contracting authority including, if required, completion of documentation under the relevant authority and comply with any vetting requirements of the contracting authority including by police authorities;
 - 3.3 Upon termination of the contract for whatever reason to furnish to the contracting authority all confidential information or at the written direction of the contracting authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the contracting authority) confidential information in its possession and shall erase any confidential information held by the contractor in electronic form. The contractor will upon request furnish a certificate to that effect should the contracting authority so request in writing. For the and data in digital form whether legible or not; and

3.4 To comply with the requirements of data protection law and such guidelines as may be issued by the data protection commissioner from time to time.

4. The contactor shall not obtain any proprietary interest or any other interest whatsoever in the confidential information furnished to him by the contracting authority and the contractor so acknowledges and confirms.

5. The contactor shall, in the performance of the contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the contracting authority as may be necessary for the purposes of the project (and obligations thereunder or arising therefrom) and only as directed by the contracting authority and in the manner agreed in writing between the parties.

6. The contactor agrees that this agreement will continue in force notwithstanding any court order relating to the project or termination of the contract (if awarded) for any reason.

7. The contactor agrees that this agreement shall in all aspects be governed by and construed in accordance with the laws of South Africa and the contractor hereby further agrees that the courts of South Africa have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this agreement.

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

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

Full Name of bidder or his or her representative:

Identity Number:

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

Company Registration Number:

Tax Reference Number:

VAT Registration Number:

Signature:

Date:

USER CLIENT

EMPLOYER

T2.C1 FIRM'S EXPERIENCE ON SIMILAR PROJECTS

Points are allocated for relevant experience relating to built environment construction services on the demolition and construction of buildings to the value threshold equal to or above R 450,000,00 per project completed in the past 5 years. Bidders are required to only use the provided table/template. Failure to use the provided table/templates **T2.C2 (PROJECT A-D)** will result in non-allocation of points.

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Including VAT)	START DATE	COMPLETION DATE
A				
B				
C				
D				

** Bidders are requested to list the four projects they wish to be considered for evaluation in the table*

T2.C2A 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 are to be supported in each case, accompanied by a Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT A:

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

.....

Employer:

Name of Appointed Bidder

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	3	
Average	2	
Poor	0	

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

.....

Employer's contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

T2.C2B 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 are to be supported in each case, accompanied by a Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT B:

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

.....

Employer:

Name of Appointed Bidder

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	3	
Average	2	
Poor	0	

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

.....

Employer's contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

T2.C2C 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 are to be supported in each case, accompanied by a Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT C:

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

Employer:

Name of Appointed Bidder

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	3	
Average	2	
Poor	0	

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

Employer’s contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

T2.C2D 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 are to be supported in each case, accompanied by a Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT D:

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

Employer:

Name of Appointed Bidder

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	3	
Average	2	
Poor	0	

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

Employer's contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

T2.C4 TRADE CERTIFICATES OF THE CONTRACTORS RESOURCES ASSIGNED TO THE PROJECT

Attached hereto is a Copy of a Valid and Active TradeTest Certificates for Plumber and the Electrician of the key personnel assignment to the project with each Respective Built Environment Council.

Required as per the table below:

T2.C5 BANK CONFIRMATION LETTER, BANK RATING, Bank Reference Letters and Cashflows

Attached hereto are signed bank confirmation letter, bank rating Bank Reference Letters and Cash-flows. Our failure to submit the copy with our bank confirmation letter, bank rating, Bank Reference Letters and Cash-flows will lead our company not scored for Financial Viability

T2.C6 TAX COMPLIANCE LETTER WITH A UNIQUE PIN

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

IMPORTANT NOTES:

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

Part C1: Contract

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

C1.1 FORM OF OFFER AND ACCEPTANCE OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

DESIGN AND BUILD (TURNKEY) CONTRACTOR FOR DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....Rand (in words);
R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date
Name Identity number
Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

In addition, drawings and tender documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date
Name Identity number
..... Capacity

for the Employer **Independent Development Trust**
IDT Western Cape Regional
Office 14th Floor, Customs
House Heerengracht Street,
Foreshore, Cape Town, 8001

Name and
Signature
of witness Date

BID NUMBER: DCS06WCAR005_R

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



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

USER CLIENT



EMPLOYER

C1.2 BID CONTRACT DATA

C1.2.1 CONTRACT AGREEMENT INDEPENDENT DEVELOPMENT TRUST

DESIGN AND BUILD (TURNKEY) CONTRACTOR FOR DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

The Conditions of Contract are clauses of the **NEC 3: Engineering and Construction Contract Option A: Priced Contract with Activity Schedule** together with IDT's Special Conditions of Contract.

The **NEC 3: Engineering and Construction Contract (Option A): Priced Contract with Activity Schedule** refers to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the **Contract Data** and the NEC 3: Engineering and Construction Contract (Option A): Priced Contract with Activity Schedule, the Contract Data shall take precedence.

Each item of data given below is cross-referenced to the clause in the NEC 3: Engineering and Construction Contract (Option A): Priced Contract with Activity Schedule to which it mainly applies.

The additions, deletions and alterations will be found under C1.2.2 & C1.2.4

C1.2.2 SPECIAL CONDITIONS OF CONTRACT

To the

NEC 3: Engineering and Construction Contract (Option A): Priced Contract with Activity Schedule

NAME OF PROJECT: THE DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

1. INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT") made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the NEC 3: Engineering and Construction Contract (Option A): Priced Contract with Activity Schedule and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

2. JOINT VENTURE AGREEMENT

- 2.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 2.2 Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in clause 5.4 of the Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.
- 2.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

3. SUBCONTRACTING

- 3.1 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.
- 3.2 Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability.

4. ALLOCATION OF WORK TO LOCAL SUBCONTRACTORS, SUPPLIERS & LOCAL LABOUR

- 4.1 Service provider awarded the project shall employ at least 30% of skilled labour and 70% unskilled locally where available.
- 4.2 The contractor shall ensure that he allocates a minimum of 30% of the works to local subcontractors, suppliers and labour. Failure to achieve the agreed targets will result in the contractor being penalized accordingly.

5. TRAINING

- 5.1 Service provider awarded the project shall train local labour on life skills, on the job and accredited certification in e.g. plumbing, bricklaying, electrification, etc. from accredited institution. CIDB grade 3 will be required to provide at least 2 certification training, grade 4 will be required to provide at least 3 certifications respectively.

6. INSURANCES

- 6.1 With reference to clause 10.1.1 - The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 120% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

7. SITE AND ACCESS AND WORKING HOURS

- 7.1 The site of the works is regarded a National Key Point within which the contractor shall have restricted access to the site on being given possession to fulfil his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.
- 7.2 The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary police and security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.
- 7.3 The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.
- 7.4 Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.
- 7.5 The contractor shall comply with the employer's rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.

8. SECTION/SECTIONAL COMPLETION

BID NUMBER: DCS06WCAR005_R

- 8.1 Due to the nature of the works and the works being occupied, practical completion is required on defined portions of the works as will be determined from the contractors programme. Where a project comprises several buildings or components and/or when several buildings or components are clustered into a single contract, these entities shall for the purposes of administration of the contract be treated as single units.
- 8.2 In the event that any approvals for extension of time or any other rulings or approvals for such single units are granted such approvals or rulings shall be deemed to apply to the individual unit only and not the contract as a whole.

9. PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

- 9.1 In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related P&G will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.
- 9.2 Similarly, the full amount of the fixed portion of the P&G will be paid only once the successful contractor has fully complied with deliverables under this section.

10. PRICED DOCUMENT

- 10.1 The priced document shall not be used as a specification for material and goods and the quantities should not be used for procurement purposes.

11. FINAL PAYMENT

- 11.1 The employer shall pay to the contractor the amount certified in the payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

12. AMBIGUITY OR DISCREPANCY

12.1 If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

 DATE

WITNESS 1: _____ PRINT FULL NAMES _____ SIGNATURE DATE	WITNESS 2: _____ PRINT FULL NAMES _____ SIGNATURE DATE
---	---

(This document must be signed and witnessed and returned with the bid submission as a returnable document. Failure to do so may disqualify the submission)

C1.2.3 NOTES TO TENDERERS

Tenderers shall price all the items for works to be scheduled in the Activity Schedule.

Tenderers are reminded that some of the works are to be undertaken under restrictive site conditions, over protected environments.

Tenderers are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of tenderers.

Tenderers are given the option to include the above mentioned additional costs in their tender amount as a lump sum amount in item under a section in the **Activity Schedule**. Alternatively, tenderers tendered rates or amounts shall be deemed to include for all such costs.

Tenderers will be briefed in further detail at the compulsory site briefing meeting as scheduled in the tender notice. Tenderers are advised to ensure that the representatives sent to the site briefing meeting are experienced to understand and interpret matters of this nature.

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

DATE

WITNESS 1: _____ PRINT FULL NAMES _____ SIGNATURE _____ DATE	WITNESS 2: _____ PRINT FULL NAMES _____ SIGNATURE _____ DATE
--	--

(This document must be signed and witnessed and returned with the bid submission as a returnable document. Failure to do so may disqualify the submission)

C1.2.4 CONTRACT DATA

PART ONE – Data Provided by the Employer

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013. Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

CLAUSE	STATEMENT	DATA
1	GENERAL	
	The conditions of contract are the core clauses and the clauses for Main Option	
	Main Option	A: Price Contract with Activity Schedule
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X13: Performance Bond X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name) Address Telephone Fax	The Independent Development Trust (IDT) IDT Western Cape Regional Office 14th Floor, Customs House Heerengracht Street, Foreshore, Cape Town, 8001
10.1	The <i>Client's Representative at IDT Regional Office</i> is Address Telephone Fax	Ms. Smangaliso Magwaza IDT Western Cape Regional Office 14th Floor, Customs House Heerengracht Street, Foreshore, Cape Town, 8001
10.1	The <i>Project Manager</i> is Address Telephone Fax	Ms. Dudu Bonga The Independent Development Trust (IDT) IDT Western Cape Regional Office 14th Floor, Customs House Heerengracht Street, Foreshore, Cape Town, 8001

CLAUSE	STATEMENT	DATA
11.2	The Works information is in	Part C3 'Scope of Works' section of this Tender Document
11.2	The Site Information is in	Part C4 'Site Information' section of this Tender Document
11.2	The boundary of the site is	GPS coordinates: Obiqua - [33°16'28"S 19°08'45"E] Hawequa - [33°37'51"S 19°00'28"E]
11.2	The law of the contract is	The law of the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period of reply is	One Week
3	TIME	
31.2	The starting date is	TBC
11.2	The completion date is	TBC
31.1	The access date is	TBC
31.1	The Contractor submits a first Within two weeks of the contract date TBC (preliminary) programme	with the tender by the tender closing date
32.2	The Contractor submits revised Four (4) weeks programmes at intervals no longer than	4 Weeks
35.1	The Employer is not willing to take over the works before the completion date	The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract.
4	TESTING AND DEFECTS	
42.2	The defects date is	Twelve (12) months after Completion of the whole of the works
43.2	The defects correction period is	Two (2) weeks
5	PAYMENT	
50.1	The assessment interval is	Ends and starts at 12h00 on the 25 th day of each successive month
50.1	The currency of this contract is	The South African Rand
51.2	The period within which payment is made is	30 calendar days, from the day in which the Invoice is submitted in hard copy to the IDT Western Cape Regional Office.

CLAUSE	STATEMENT	DATA
51.4	The interest rate is	The interest rates applicable to this contract, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
6	COMPENSATION EVENTS	
60.1	The weather measurements to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose
60.1	Assumed values for the ten-year return weather data for each weather measurement for each calendar month are	The first day of the month
8	RISKS AND INSURANCE	
84.1	The Employer provides these insurances	The Employer does not provide any insurance for the works.
84.2	The Contractor provides the insurance stated in	The Insurances shall be in the name of the Contractor and further provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
9	Termination	Shall be in terms of Clause 9 (Termination) of the contract core clauses and in terms of the relevant Z Clause.
10	Data for Main Options	
	A Priced Contract with Activity Schedule	
11	Data for Option W1	

CLAUSE	STATEMENT	DATA
W1.2	The Adjudicator is	The person appointed jointly by the parties from the Cape Town Advocate's Bar Council panel of Adjudicators.
W1.4	The Adjudicator nominating body is	The current Chairman of Cape Town Advocate's Bar Council.
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Cape Town, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Cape Town Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
	Delay damages of the works are	Amount per day is 0.05%, to the maximum of 10% of the Contract value.
X13	Performance bond (Guarantee)	
13.1	The amount of the performance	10% of the contract value. Pro-forma draft of a performance bond is to be used is attached to this contract. In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R3 000 000.00 (Three Million Rand) or twice their professional fees, whichever is the highest.

CLAUSE	STATEMENT	DATA
		The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such insurances from a registered Financial Service Provider.
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the damage cost
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the damage cost
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total amount of damages and/or otherwise to the extent allowed under the law of the contract.

Z	The Additional conditions of Z1 - Z21 contract are Amendments to the Core Clauses
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Works:
Z2.1	Delete core clause 20.1 and replace with the following: The Contractor provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
Z3	Other responsibilities: Add the following at the end of core clause 27:
Z3.1	The Contractor shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
Z3.2	The Contractor shall be responsible for the correct setting out of the Works in accordance with the original points, lines and levels stated in the Works Information or notified by the Project Manager, Supervisor or the Employer. Any errors in the positioning of the Works shall be rectified by the Contractor at the Contractor's own costs.
Z4	Extending the defects date: Add the following as a new core clause 46:
Z4.1	If the Employer cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the Employer, due to a Defect, is unable to use the works
Z4.2	If part of the works is replaced due to a Defect arising after Completion and before the defects date, the defects date for the part of the works which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The Project Manager notifies the Contractor of the change to a defect date when the delay occurs. The period between Completion and an extended defects date does not exceed twice the period between Completion and the defects date stated in the Contract Data
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Z The Additional conditions of Z1 - Z21 contract are

Amendment to the Secondary Option Clauses

Z6 Performance Bond (Guarantee)

Z6.1 Amend the first sentence of clause X13.1 to read as follows:

The Contractor gives the Employer an unconditional, on-demand performance bond (guarantee), provided by a bank which the Project Manager and the Employer have accepted, for the amount stated in the Contract Data.

Add the following new clause as Option X13.2:

Z6.2 The Contractor ensures that the performance bond (guarantee) is valid and enforceable until the end of the contract period. If the terms of the performance bond specify its expiry date and the end of the contract period does not coincide with such expiry date, four weeks prior to the said expiry date, the Contractor extends the validity of the performance bond (guarantee) until the end of the contract period. If the Contractor fails to so extend the validity of the performance bond (guarantee), the Employer may claim the full amount of the performance bond and retain the proceeds as cash security.

Z7 Limitation of liability:

Z7.1 Insert the following new clause as Option X18.6:

The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the prior written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the Contractor.

Z8.2 The Employer may cede and delegate its rights and obligations under this contract to any person or entity.

Z9 Joint and several liability

Z9.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.

Z The Additional conditions of Z1 - Z21 contract are

- Z9.2 The Contractor shall, in its bid document, notify the Employer of the key person who has the authority to bind the Contractor on their behalf.
- Z9.3 The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.
- Z10 Ethics
- Z10.1 The Contractor undertakes:
- Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
- Z11 Confidentiality
- Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Employer, which consent shall not be unreasonably withheld.
- Z11.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Employer.
- This undertaking shall not apply to
- Z11.3 Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.1
- Z11.3.2 Information, which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such

- Z The Additional conditions of Z1 - Z21 contract are**
- information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Employer. All rights in and to all such images vests exclusively in the Employer
- Z11.5** The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.
- Z12 Employer's Step-in rights**
- Z12.1** If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager or the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Contractor
- Z12.2** The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Project Manager or the Employer to achieve this end.
- Z13 Liens and Encumbrances**
- Z13.1** The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.
- Z14 Intellectual Property**
- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

Z	The Additional conditions of Z1 - Z21 contract are
Z14.3	The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free license to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the Contractor is to be obtained before the Contractor's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor's IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP
Z14.5	The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
Z14.5.1	the Contractor's design, manufacture, construction or execution of the Works
Z14.5.2	the use of the Contractor's Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The Employer shall, at the request and cost of the Contractor, assist in contesting the claim and the Contractor may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z16	Dispute resolution:
Z16.1	Appointment of the Adjudicator
	An <i>Adjudicator</i> is appointed when a dispute arises.
	The referring party nominates an <i>Adjudicator</i> ; which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Adjudicator</i> , the referring Party refers the appointment deadlock to the Chairman of the Cape Town Bar Council, who will then appoint an Adjudicator listed in their Panel of <i>Adjudicator</i> .
	The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013.
Z16.2	Appointment of the Arbitrator
	An Arbitrator is appointed when a dispute arises. The referring party nominates an Arbitrator; which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Arbitrator, the referring Party refers the appointment deadlock to the Chairman of the Cape Town Bar Council, who will then appoint an Arbitrator listed in their Panel of Arbitrator.
Z17	Notification of a compensation event

Z	The Additional conditions of Z1 - Z21 contract are
Z17.1	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
Z18	BBBEE Certificate
Z18.1	The Contractor shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z19	Communication
Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The Project Manager requires the prior written consent of the Employer if an action will result in a change to the design, scope, and Works information that would result in the Employer incurring any cost.
Z19.2	The Project Manager requires the prior written consent of the Employer if an action will result in the Completion Date being extended.
Z20	Delegation As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the Contractor agrees to the following:
Z20.1	As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.
Z21	Security Clearance
Z21.1	<u>Restrictions on movement and limited access</u> The Contractor's personnel, vehicles and equipment will be restricted to areas of construction only. The Contractor shall comply with any requirements that the Engineer may have in this regard and shall take note that for security reasons the access to some areas, may be limited.
Z21.2	<u>Prohibition on taking of photographs</u> The Contractor's attention is drawn to the Defence Act, 1957 (Act No 44 of 1957) and the Correctional Services Act, 1998 (Act No 111 of 1998) which clearly state that the taking of photographs is prohibited and that even the possession of a camera on Site is an offence.
Z21.3	<u>Security check on personnel</u>

The Employer may require the Contractor to have his personnel or a certain number of them security-classified, if so required by any competent authority.

Z The Additional conditions of Z1 - Z21 contract are

In the event of the Employer or any competent authority requiring the removal of a person or persons from the site for security reasons, the Contractor shall do so forth with and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances the Contractor shall indemnify the Employer and the Engineer and shall hold the Employer and the Engineer harmless against any and all claims of whatever nature arising.

Access cards to security areas

Z21.4

Should the work fall within a security area, the Contractor must obtain from the Engineer access cards for his security-cleared personnel and employees who work within such an area. The Contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the Department of Correctional Services or SA Police services.

PART TWO - DATA PROVIDED BY THE CONTRACTOR

CLAUSE	STATEMENT	DATA
10.1	The <i>Contractor</i> is (Name) Address Telephone Fax	
11.2	The Works Area is	Only the Site Area indicated under Part C3 'Scope of Works' section of this Tender Document
24.1	The Contractor's Key people are:	CV's to be appended to Tender Schedule
	The Supervisor is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Structural Engineer is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Health and Safety	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
11.2	The completion date is	
11.2	The following matters will be included in the Risk Register	– Existing Services – Access to Site – Delay in supply of material and/or equipment – Progress of the works against the program
11.2	The Works Information is in	Part C3 'Works Information / Scope of Works' section of this Tender Document
31.1	The Contractor submits a first	with the tender by the tender closing date



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

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EMPLOYER

C1.3 CONSTRUCTION GUARANTEE

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

**C1.3.1 CONSTRUCTION GUARANTEE
GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means _____
Physical address _____

Guarantor's signatory 1 _____ Capacity _____

Guarantor's signatory 2 _____ Capacity _____

Employer means **THE INDEPENDENT DEVELOPMENT TRUST**
Contractor means _____
Project Manager means _____

Works means **BID NO: DCS06WCAR005_R**

**DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW
PREFABRICATED HOUSING UNITS AT THE HAWQUA AND
OBIQUA CORRECTIONAL CENTRES AT ALLANDALE
MANAGEMENT AREA**

Site means Hawequa Correctional Centre - [33°37'51"S 19°00'28"E]
Obiqua Correctional Centre - [33°16'28"S 19°08'45"E]

Agreement means **NEC 3: Engineering and Construction Contract (Option A: Priced Contract with Activity Schedule) with contract data, standard and special conditions of contract**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of

VAT Amount in figures R _____

Amount in words _____

(Rand) Guaranteed Sum means the maximum aggregate amount of

Amount in figures R _____

Amount in words _____
_____ (Rand)

BID NUMBER: DCS06WCAR005_R

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Bidder's Signature

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: _____ _____ (Rands) (R _____)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only final completion certificate or the last final completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in amended clause 11.1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 (3.1) and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____ Date _____

Guarantor's
Signatory 1

Guarantor's
Signatory 2



USER CLIENT

Identity number _____

Witness 1 _____

Guarantor's seal or stamp

EMPLOYER

Identity number _____

Witness 2 _____



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

USER CLIENT



EMPLOYER

C1.4 ADJUDICATOR'S AGREEMENT

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

C1.4.1 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) and
ss) and (the Parties)

and _____ (name of Adjudicator)

of _____

_____ (address) and
(the Adjudicator)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated _____

and known as _____

and these disputes or differences shall be/have been* referred to adjudication in accordance with the NEC 3: Engineering and Construction Contract (Option A: Priced Contract with Activity Schedule) Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the NEC 3: Engineering and Construction Contract (Option A: Priced Contract with Activity Schedule) Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the NEC 3: Engineering and Construction Contract (Option A: Priced Contract with Activity Schedule) Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
Name: _____
ID: _____

SIGNED by: _____
Name: _____
ID: _____

SIGNED by: _____
Name: _____
ID: _____

who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

who warrants that he / she is
duly authorized to sign for and
on behalf of the second Party in
the presence of

the Adjudicator in the presence
of

Witness _____
Name: _____
Address: _____

Witness: _____
Name _____
Address: _____

Witness: _____
Name: _____
Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R.in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of RThis fee shall become payable in equal amounts by each Party within 30 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

*Delete as necessary



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Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

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EMPLOYER

Part C2: PRICING DATA

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

C2.1 Pricing Instructions

C2.1.1 Pricing Instruction to the contractor

1. The Agreement is based on the Option A Price Contract with Activity Schedule. It includes core and secondary option clauses, the schedules of cost components, and contract data
2. It will be assumed that prices included in the Activity Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
3. The prices and rates in these Activity Schedule shall be fully inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Works Information, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
4. Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be considered/entertained.
5. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
6. Tenderers are reminded that some of the works are to be undertaken under restrictive site conditions, over protected environments.
- 7.
8. Tenderers are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of tenderers.
9. Tenderers are given the option to include the above mentioned additional costs in their tender amount as a lump sum amount in item under a section in the **Activity Schedule**. Alternatively, Tenderers tendered rates or amounts shall be deemed to include for all such costs.
10. The tenderer is to acquaint himself as to the specific requirements of this tender. **No claim will be entertained due to the failure of the tenderer to allow for these requirements.**

C2.1.2 Function of the Activity Schedule

Clause 54.1 in Option A states: “Information in the Activity Schedule is not Works Information or Site Information”. This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Works Information”. Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

C2.1.3 Link to the programme

Clause 31.4 states that “The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

C2.1.4. Preparing the activity schedule

Generally, it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

C2.1.5. Assumptions

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the works for the tendered total of the Prices.
-
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

C2.2 Activity Schedule

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

C2.2.1 Activity Schedule

The **Activity Schedule**, shall be submitted by the bidder. Each page of the **Activity Schedule** must be signed and the total cost shall match the amount indicated in the returnable schedule C1.1 (**Form of Offer and Acceptance**)

NOTE: Failure of a tenderer to submit and sign the Activity Schedule will invalidate the tender Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

No:	Description	Rates	Quantity (Hours)	Unit Price	Price
1	Providing Professional Services (Stages 3, 4.1, 5 and 6) For The Demolition of Existing Units and Construction of New Prefabricated Housing Units at The Hawequa and Obiqua Correctional Centres at Allandale Management Area Provide breakdown of costing as an attachment (To include the number of hours, rate per individual and other related costs)				
1.1	Occupational Health and Safety (OHS) to perform the professional duties as per the relevant government gazette.				R
1.2	Structural Engineer to perform the professional duties as per the relevant government gazette and to conduct soil investigation and testing services as required for the project.				R
1.3	Architect to perform the professional duties as per the relevant government gazette.				R
2	CONSTRUCTION WORKS (Prices provided here should be as per the breakdown attached under 2.1 - 3)_Refer to the attached BOQ as Annexure B				
2.1	HAWEQUA				
2.1.1	Item 1 - Preliminaries & General (Excluding Professional services)				R
2.1.2	Item 2 – Design and Supervision (Professional Services)				R
2.1.3	Item 3 - Demolition and Alterations – Demolitions to be conducted by a registered asbestos specialist				R
2.1.4	Item 4 – 5 Units Construction Cost				R
2.2	OBIQUA				
2.2.1	Item 1 - Preliminaries & General (Excluding Professional services)				R
2.2.2	Item 2 – Design and Supervision (Professional Services)				R

2.2.3	Item 3 - Demolition and Alterations - Demolitions to be conducted by a registered asbestos specialist	R
2.2.4	Item 4 – Units Construction Cost	R
3	Any Other cost please list below (Provide detailed breakdown)	R
Total Excluding VAT		R
VAT		R
Total Including VAT (To be transferred to the form of offer)		R

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

DATE

Important Notes to the Contractor:

Activity Schedule relates to a programme where each activity is allocated a price and interim payments are made against completion of each activity. Its advantage is that it simplifies the administration of the interim payment process.

The **Activity Schedule** is submitted together with a contract programme as part of the tender. It is important that all the activities priced add up to the tender sum and that major sub-contractors participate in the allocation of prices against their programmed activities.

The **Activity Schedule** shall covers all the main activities required, separating each element of work that is sub-contracted. Some preliminaries, such as site offices, need a separate price bar for set up, operational use and dismantling activities. Other preliminaries such as staff and electrical consumption will be part of a constant bar.

Bars that are longer than a month then have their bar line split by defining more accurately the piece of work completed in that period. A time-defined period is acceptable in the case of preliminaries. The price allocated to each total element of work is then proportionately split to match the more defined elements.

The bidder must ensure that the pricing of the **Activity Schedule** is not unduly front-loaded and fairly reflects normal cash-flow curves associated with building projects.

The programme must show how the activities on the **Activity Schedule** are programmed. The programme and the **activity schedule** need not show exactly the same activities, but there should be correlation between them.

Part C3: WORKS INFORMATION / SCOPE OF WORKS

THE DEMOLITION OF EXISTING UNITS AND CONSTRUCTION OF NEW PREFABRICATED HOUSING UNITS AT THE HAWEQUA AND OBIQUA CORRECTIONAL CENTRES AT ALLANDALE MANAGEMENT AREA

C3.1 EMPLOYERS WORKS INFORMATION / SCOPE OF WORK

1. EMPLOYER'S OBJECTIVES

The Employer's objectives are to deliver cost effective to provision of new Prefabricated housing units at Obiqua and Hawequa Correctional Centres at a reduced time frame without compromising quality and safety while complying with the national building standards and with DCS standards.

2. DESCRIPTION OF THE WORKS

The scope of works to be undertaken for the project is based on the most economical methods to provide new Prefabricated housing units at Obiqua and Hawequa Correctional Centres.

SCOPE OF WORKS:

INCLUSIONS

The scope of the project includes the following:

1. Infrastructure (Design and Build) Turnkey Solution

a. REMOVAL OF EXISTING WORK

- Demolish and cart away the existing units

Asbestos Demolition

- Develop asbestos demolition plan through the certificated asbestos specialist in compliance with Environmental Conservation Act, 1989 (Act 73); and
- Demolition and disposal of the prefabricated asbestos units

b. ARCHITECTURAL

- Lightweight prefabricated modules
- Five semi-detached units will be developed in each Centre (Hawegua and Abiqua)
- Each unit will include 1-bedroom area, integrated kitchen counter, bathroom equipped with a wash-hand basin, toilet, and shower including two 200L geysers per facility
- A canopy
- Carpentry elements
 - a solid main entrance door,
 - a sliding wooden internal door for the bathroom, and
 - a lateral window for ventilation and natural light, one in the bedroom and one in the bathroom.
- Electrical fittings will include three light fixtures (bedroom, bathroom, exterior) and two double power outlets.
- 300 x 300 x 2,5mm Semi-flexible vinyl floor tiles in selected colors
- 6,4mm thick Fibre cement ceiling boards mounted on the roof trusses including painting

c. STRUCTURAL

- Foundation type - Reinforced concrete
- Wall type - EPS sandwich panels
- Roof structure – IBR roof sheeting
- Soil investigations and testing

EXCLUSIONS OF THE PROJECT SCOPE

The scope of the project excludes:

- No explosives whatsoever may be used for alteration purposes unless otherwise stated.
- Roads
- Existing security fences
- Loose furniture

A more detailed scope to be concluded after an extensive assessment is conducted by appointed professional consultants.

2.1.

3. COMPLIANCES WITH STANDARDS AND REGULATIONS

The implementation of the Prefabricated Units 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

Once the works on site have been completed and commissioned, the contractor shall provide:

- Certificate of Compliance for all services and works implemented.
- Certificate of Completion (Form 4) in terms of National Building Regulations and Building Standard Act (Act No. 103 of 1977) for each discipline. Certificates that should be signed by each licensed/registered consultant involved in the project, forming part of the Turnkey solution.
- Certificate of Occupancy from the Building Control Department of the relevant Municipality.
- And other statutory compliances certification.

4. DRAWINGS

To be developed by the Contractor's Architect.

5. PROCUREMENT MANAGEMENT

5.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

5.1.1 Requirements for the sourcing and engagement of labour.

5.1.1.2 The rate of pay for all employment aspects i.e., skilled, semi-skilled and unskilled is to comply with the applicable government gazette standards.

5.1.1.2 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions, if feasible:

- a) 50 % women;
- b) 25% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

5.1.2 Specific provisions pertaining to SANS 1914-5

5.1.2.1 Definitions

5.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

5.1.2.2 Contract Participation Goal

5.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract may be applicable

5.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

6. MANAGEMENT

6.1. Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurred.

6.2. Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

6.3. Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

6.4. Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report as per IDT template during site meetings, which will be used to update the Employer.

6.5. Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the Employer, e.g. BAS entity forms, company registration details, VAT clearance certificates, contractor's monthly reports, etc. The Contractor is responsible for such documentation submission. Contractor's monthly reports to be attached to every payment certificate and no certificate shall be paid without a report for that month.

7. CONDITIONS OF CONTRACT

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data documents, as per the NEC 3 Engineering and Construction Contract, Option A - Price Contract with Activity Schedule.

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including.

- Risks, costs and obligations in terms of the Contract, the Contract Data and of the standardized specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- Head office and site overheads and supervision.
- Profit and financing costs.
- Sureties, employment related expenses, statutory expenses.
- Indemnities & insurances: The contractor will only be permitted to perform work on the site if a valid insurance policy document and proof of cover or premium payment have been submitted and approved.
- The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COIDA). The contractor will only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- A detailed program for the execution of the engineering works, Maintenance works and Installation works for the whole of the contract period, listing each plant, its location and fixed dates of maintenance. The contractor will be required to comply with the program at all times.



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- Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

Part C4: PROJECT AND SITE INFORMATION

C4.1 SITE INFORMATION

The Obiqua Correctional Centre is located in Tulbagh, within the Witzenberg Municipality of the Western Cape Province, South Africa. Its physical address is Kruisvallei Road, Tulbagh, and the represented by the following GPS coordinates: **[33°16'28"S 19°08'45"E]**

The Hawequa Correctional Centre is located in Wellington, Western Cape, South Africa, at 2 Addy Road, Wellington, 7655, within the Drakenstein Local Municipality. The facility is represented by the following GPS coordinates: **[33°37'51"S 19°00'28"E]**



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ANNEXURES



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EMPLOYER

ANNEXURE A

Annexure A: Contractor's Monthly Report Template

CONTRACTOR'S MONTHLY REPORT

Part 1

Bid number:	
Project name:	
Project description:	
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

- Part 2:** Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
- Part 3:** Weekly Task Wage Register
- Part 4:** Local Labour Schedule

Part 2

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Sheet: ...

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No	Name of local worker	Identity number	Month worker started	Age worker of	Age (tick applicable column)				Disability
					Woman		Man		
					Over 25 years 2A	25 years & under 2B	Over 25 years 2C	25 years & under 2D	

Totals for this sheet					
Totals brought forward from previous sheet					
Totals carried forward to next sheet					

Total number of workers employed =

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

Bidder's Signature

A : Project Information	  IDT Beneficiary Reconciliation Form (BRF)										Contractor/SP Stamp/Logo																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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BID NUMBER: DCS06WCAR005_R

Bidder's Signature

Part 4

LOCAL LABOUR SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3.)=(1.+2.)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (35 years and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

USER CLIENT



EMPLOYER

ANNEXURE B

Annexure B: Bill of Quantities

ANNEXURE C

Annexure C: Pro Forma Notification Form from Department of Labour

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
1993, CONSTRUCTION REGULATIONS 2014**

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

- a) (a) Name and postal address of Contractor:
- (b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
- (b) Name of client's contact person or agent:
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
.....
- (b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(8).
.....
7. Exact physical address of the construction site or site office:
.....
.....
8. Nature of the construction work:
.....
.....
9. Expected commencement date:
.....
10. Expected completion date:
11. Estimated maximum number of persons on the construction site: Male: Female:.....
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

USER CLIENT



EMPLOYER

SIGNED BY:

CONTRACTOR:

DATE:

IDENTITY NUMBER:

CLIENT:

DATE:



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

USER CLIENT



EMPLOYER

ANNEXURE D

Annexure D: NHBRC IBT Assessment

ANNEXURE E

Annexure E: Documentation required for Building Plans

- Copy of Titel deed (to prove ownership)
- SANS 10400 FOMS (Forms 1 from SACAP Registered person – Architect)
- If engineer is appointed in terms of Regulation A19 – SANS 10400 FORM 2 required with the application and structural drawings (3×copies)
Engineers' responsibility is for the structural design (reinforced elements or structural steel)
- Letter from the HOD (Head of department) or other official assigned - The letter from the head of department verifies that the project is legitimate and complies with departmental policies and regulations.
- 3× copies of building plans of which two coloured in.
- Signature of Authorised person on all drawings and application forms

Building plans required in terms of Part A2

1) Site plan

- indicating location of buildings
- General Surveyors diagram
- Registered erf number
- Services to the building(s)

2) Layout drawings

- Floor plan
- Sections
- Elevations
- Window and door schedules
- Water layout
- Electrical layout
- Timber layout
- Any detail drawings

DISCLAIMER:

The above listed documentation is subject to confirmation upon award