

**TENDER NO. CATHS/IBP/014/2017**



# **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

(RETURNABLE DOCUMENT)

**NOTE:**

- The Form of Offer and Acceptance (C1.1) is on **page 56** of this document (see also Clause F.4.4 Invalid tenders on **page 13**).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on **page 52** of this document.

**ISSUED BY:**

**CATHSSETA**  
01 Newtown Avenue  
Killarney  
JOHANNESBERG  
2193

**TENDER NO. CATHS/IBP/014/2017**



# **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

**CATHSSETA**

**INFRASTRUCTURAL BUILDING PROJECT**

**CONTRACT NO. CATHS/IBP/014/2017**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND  
CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

## **General Tender Information**

**TENDER ADVERTISED** : 03 November 2017

**CLARIFICATION MEETING** : 17 November 2017 at 11:00am

**VENUE FOR CLARIFICATION MEETING** : CATHSSETA Head Office

**CLOSING DATE** : 05 December 2017

**CLOSING TIME** : 11h00

Tender :  
General Tender Information i

**CLOSING VENUE**

**: Bid Box  
01 Newtown Avenue  
Killarney  
Johannesburg  
2193**

**TENDER BOX**

**:** The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

CATHSSETA

INFRASTRUCTURAL BUILDING PROJECT

CONTRACT NO. CATHS/IBP/014/2017

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES

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## Part T1: Tendering procedures

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**CATHSSETA**

**INFRASTRUCTURAL BUILDING PROJECT**

**CONTRACT NO. CATHS/IBP/014/2017**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

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

The **CATHSSETA**,SPECIAL PROJECT MANAGER, invites tenders for Tender No. **CATHS/IBP/014/2017: Provision of Professional Services in respect of the Project Management and construction services for the upgrading of two TVET colleges.**

Tenderers must be registered on the National Treasury Central Supplier Database(CSD).

Tenderers who are not registered on the CSD are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

Tender documents will be available on CATHSSETA website at [www.cathsseta.org.za](http://www.cathsseta.org.za) :

Queries relating to any issues in these documents may be addressed via e-mail to [supplychain@cathsseta.org.za](mailto:supplychain@cathsseta.org.za)

A non-compulsory clarification meeting/Briefing session with representatives of the Employer will be held on **DATE TO BE DETERMINED at 11h00** at **CATHSSETA Head Office 01 Newtown Avenue, Killarney, Johannesburg.**

The closing time for receipt of tenders is **11h00** on **05 December 2017.**

**Telegraphic, telephonic, telex, facsimile, email and late tenders will not be accepted.**

Tenders may only be submitted on the tender documentation that has been issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

CATHSSETA

INFRASTRUCTURAL BUILDING PROJECT

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## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

**Clause number**      **Tender Data**

**F.1**                    **General**

F.1.1                  **Actions**

The Employer is the CATHSSETA, represented by the special project manager.

F.1.2                  **Tender Documents**

The following documents form part of this tender:

1. The **Standard Professional Services Contract (April 2013) (Edition 4 of CIDB document 1014)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za).
2. The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 117 of 2013** as gazetted in Government Gazette No. 36529, 3 June 2013.
3. This tender document (which may also be obtained in electronic format – or parts thereof – in terms of F4.10) issued by the Employer (Tender No. CATHS/IBP/012/2017: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES), in which is bound:.

**The Tender**

**Part T1: Tendering Procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

**Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

## **The Contract**

### **Part C1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

### **Part C2: Pricing data**

C2.1 Pricing Assumptions

C2.2 Activity Schedule

### **Part C3: Scope of work**

C3.1 Scope of Work

C3.2 Annexes

### **Part C4: Site information**

C4.1 Site information

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

## **F.1.4 Communication and employer's agent**

Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's agent, for the purposes of any communication between the employer and tenderer, is:

Contact: supplychain@cathsseta.org.za

## **F.1.6.2 Competitive negotiation procedure**

A competitive negotiation procedure will not be followed.

## **F.1.6.3 Proposal procedure using the two-stage system**

A two-stage system will not be followed.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

F.2.1.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

#### **F.2.1.1.1 CATHSSETA Supplier Database Registration**

Tenderers are required to be registered on the Central Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

#### **F.2.1.1.1.A National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

#### **F.2.1.1.2 Local office**

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In order to be considered for an appointment in terms of this tender, tenderers must have an office in the East London Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission.

#### F.2.1.1.3 **Key personnel**

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm 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 Schedule 9, Part T2.2: Returnable Schedules.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on Schedule 9.

- (a) A Project Leader who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA), who has at least ten years verifiable post graduate experience in the analysis and design of building structures, and who will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer" in terms of the General Conditions of Contract, within the last three years. A list of projects on which the Project Leader has acted as the Engineer must be clearly ascertainable from the *curriculum vitae* submitted.
- (b) A Project Structural Engineer who is a qualified Engineer/Technologist/Technician and registered as a Competent Person at the NHBRC, with at least five years verifiable post graduate experience in the analysis and design of building structures.
- (c) A Project Mechanical Engineer who is a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in HVAC, fire protection and kitchen equipment.
- (d) A Project Electrical Engineer who is a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in the analysis and design of kitchens.

Where required, the professional registration numbers of the key personnel must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9.

Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

#### F.2.1.1.4 **Support resources**

The Project Leader and Project Structural Engineer must have access to, and familiarity with, a competent structural analysis software package that is capable of modelling the various elements. Details of the software package that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

#### F.2.1.1.5 **Professional indemnity insurance**

The employer shall not award a contract to any tenderer that does not hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to Schedule 11, Part T2.2: Returnable Schedules.

Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

#### F.2.1.1.6 **Track record of tenderer**

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least five building work projects in the past 8 years.

Where the entity tendering is a joint venture this requirement will apply to the partner that will undertake the structural design.

#### F.2.1.1.7 **Minimum score for quality**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.

Description of quality criteria	Maximum possible score
Track record of tenderer	13
Proposed work plan (approach and methodology)	10
Specific experience of key personnel	12
Availability/allocation of personnel	10
ISO 9001 : 2008 Certification	5
<b>Maximum possible score</b>	<b>50</b>

The minimum score for quality is **35**. Tenderers that fail to achieve the minimum score for quality will be rejected.

A more detailed explanation of the quality criteria is given below:

#### **Track record (building works)**

Tenderers must list, on Schedule 12, Part T2.2, Returnable Schedules, all building work projects (the analysis and design of new and remedial works) that have been successfully completed in the **local office** of the tenderer in the past 8 years, or that are underway at present. Up to 13 score points will be awarded according to the number and nature of projects listed, with the applicable values as follows:

- a) Number of building projects (all types of buildings) – up to 5 points
- b) Number of mechanical building projects – up to 5 points
- c) Number of electrical building projects lines – up to 3 points.

**Note** : Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

#### **Proposed work plan**

A proposed work plan must be provided with the tender submission, attached to Schedule 13, Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they intend following in order to reach the required outcome. Up to 10 score points for this aspect of the tender submission will be awarded, with the applicable values as follows:

- d) Identification of key issues – up to 4 points
- e) Approach to/methodology for resolving key issues – up to 6 points].

#### **Specific experience of key personnel**

The Project Leader and Project Engineer will each be awarded up to 3 points for specific experience which is relevant to this particular project. The overall score for this criterion will be sum of the scores for each of the key personnel, with the applicable values as follows:

- f) **Project Leader**  
Experience in the design and construction of multi-purpose buildings  
– 1 point per project up to 2 points
- g) **Structural Engineer**  
Experience in the design and construction of multi-purpose buildings – 1 point per project up to 3 points.
- h) **Mechanical Engineer**  
Experience in the design and construction of HVAC and kitchens – 1 point per project up to 3 points.
- i) **Electrical Engineer**  
Experience in the design and construction of kitchens –1 point per project up to 3 points

Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key personnel contain details of all relevant experience.

#### **Availability/allocation of personnel**

Tenderers must indicate what human resources, **other than** the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include an architect, quantity surveyor, a tender documentation specialist, cad operators/draft persons/modellers, or experienced construction monitoring staff, amongst others. All personnel (other than key personnel) shall be listed on Schedule 16, Part T2.2 : Returnable Schedules. Up to 10 score points will be awarded for the appropriate allocation of human resources over and above the key personnel listed, with the applicable values as follows:

- j) Number of appropriately qualified and/or experienced personnel available – up to 3 points
- k) Qualifications of listed personnel – up to 3 points
- l) Experience of listed personnel – up to 4 points.

#### **ISO 9001: 2008 Certification**

Tenderers who are certified as being compliant to the International Organization for Standardization's ISO 9001 : 2008 quality management standard, will be awarded 5 score points. Proof of certification must be attached to Schedule 14, Part T2.2 : Returnable Schedules in order to qualify for these points.

#### **F.2.7 Clarification meeting**

A compulsory clarification meeting will be held on **To be determined at 11h00 at to be determined.**

#### **F.2.10.3 Price variations**

Tenderers are referred to Clauses 3.9.3 and 3.16.2 in Part C1.2: Contract Data and to Part C2.1: Pricing Assumptions in the Pricing Data regarding contract price adjustment, as applicable.

#### **F.2.13 Submitting a tender offer**

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

F.2.13.2 Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted in terms of F.4.10 c).

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 4 (four) copies plus one electronic copy (CD).

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box:

Physical address:

**1 Newtown Avenue, Killarney, JOHANNESBURG.**

Identification details:

**Tender number : CATHS/IBP/014/2017**

Title of tender :

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE  
PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE  
UPGRADING OF TWO TVET COLLEGES**

Name and address of tenderer : (to be inserted by tenderer)

Sealed tenders with the Tenderer's name and address and the endorsement "Tender number : **CATHS/IBP/014/2017 : PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

F.2.13.6 A two-envelope procedure will **not** be followed.

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 **Closing time**

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 **Tender offer validity**

F.2.16.1 The tender offer validity period is **90 days**. Tenderers are also referred to F.4.11 in respect of the Section 33 process.

F.2.16.2 Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

F.2.17 **Clarification of tender offer after submission**

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.

F.2.18 **Provide other material**

F.2.18.1 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 **Certificates**

F.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 1 Newtown Avenue, Killarney, JOHANNESBURG, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

F.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

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In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates or sworn affidavits, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CATHSSETA at the Supplier Management Unit or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

### **F.3 The Employer's undertakings**

#### **F.3.2 Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

#### **F.3.4 Opening of tender submissions**

##### **F.3.4.1** The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Tender Submission Office, 01 Newtown Avenue, Killarney, JOHANNESBURG.

#### **F.3.8 Test for responsiveness**

##### **F.3.8.1** Determine, after opening and before detailed evaluation, whether each of at least the three highest ranked tender offers (in terms of a preliminary ranking) properly received:

- a) complies with the requirements of the Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

##### **F.3.8.3** Tenders will be considered non-responsive if, inter alia:

- a) the tenderer does not comply with the eligibility criteria listed in F.2.1 above;
- b) the tenderer is not registered on the Central Supplier Database prior to the evaluation of submissions as stated in F.2.1.1.1 above;
- c) the tenderer has failed to clarify, or submit any supporting documentation within the time for submission stated in the employer's written request;
- d) the tenderer tenders a percentage fee on a sliding scale;
- e) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.3.

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

- f) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination (Returnable Schedule 2), are nevertheless deemed to have knowledge of the contents of any other tenderer's offer;
- g) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- h) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- i) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

F.3.8.4 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

### F.3.11 **Evaluation of tender offers**

#### F.3.11.1 **General**

The Employer shall adopt the following procedure when evaluating tender submissions:

- Step 1 (Only applicable where a minimum score for quality has been prescribed as a eligibility criterion). Evaluate all valid tender submissions in order to determine whether or not the minimum score for quality has been achieved. A tender will only be considered further if it achieves the required minimum quality score.
- Step 2 Conduct a preliminary ranking using **Method 2 Financial Offer and Preference** in accordance with F.3.11.3 a), b) and c) (excluding any tenders eliminated in Step 1)
- Step 3 Test three highest preliminary ranked tender offers for responsiveness, and reject any found to be non-responsive. Test additional tenders if necessary to ensure that a detailed evaluation of at least three responsive tenders is carried out, with Pm in Formula 2 (Option 1) (refer to F.3.11.7 below) being the most favourable comparative offer of the three.
- Step 4 Carry out a detailed evaluation of all of the highest preliminary ranked responsive tender offers as determined in Step 3.
- Step 5 Complete final ranking of tender offers and make a recommendation for award in accordance with F.3.11.3 c), d) and e). Note that, unless determined otherwise, all tender offers shall be deemed to be responsive and shall be included in the final ranking of tenders.

#### F.3.11.3 **Method 2 : Financial offer and preferences**

Such reasons (objective criteria) include whether the recommended tenderer:

- a) has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
- b) poses any commercial or legal risk to the CATHSSETA;
- c) is currently subject to action in accordance with the policy for combating abuse of the Supply Chain Management System.

#### F.3.11.7 **Scoring Financial Offers**

The financial offer will be scored using **Formula 2 (Option 1)** where the value of  $W_1$  is **80** points

#### F.3.11.8 **Scoring Preferences**

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

##### **Points for Preference**

A maximum of 100 minus  $W_1$  tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

The Tenderer shall indicate on the **Preference Schedule** his or her company/firm/entity's B-BBEE status level of contributor.

Up to **20** tender evaluation points ( $N_P$ ) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points (N <sub>p</sub> )
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor <sup>1</sup>	0

<sup>1</sup> A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the applicable Codes of Good Practice.

Add the following new sub-clause after F.3.11.9:

#### F.3.11.10 Risk Analysis

The employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfill its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the employer reserves the right to consider a tenderer's existing contracts with the CATHSSETA in this regard

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the employer that he/she has the resources and skills required.

#### F3.13 Acceptance of tender offer

##### F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

##### F.3.13.2 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

##### F.3.13.2.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the CATHSSETA in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

##### F.3.13.2.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CATHSSETA, may appeal against that decision by giving written notice of the appeal and reasons to the CATHSSETA Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing
  - ii) It must set out the reasons for the appeal
  - iii) It must state in which way the Appellant's rights were affected by the decision;
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision

- F.3.13.2.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**  
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- F.3.13.2.4 All requests referring to this clause must be submitted in writing to:  
**The CATHSSETA Manager** - C/o the Manager: Statutory Compliance Unit, Legal Services  
Department, Corporate Services and Compliance Directorate
- F.3.16 **Notice to successful and unsuccessful tenderers**
- F.3.16.1 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.
- F.3.16.2 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
- F.3.17 **Provide copies of the contract**  
The number of paper copies of the signed contract to be provided by the Employer is one.

## F.4 Additional Conditions of Tender

The additional conditions of tender are:

- F.4.1 **Compliance with Occupational Health and Safety Act 1993**  
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Service Provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.
- F.4.2 **Claims arising after submission of tender**  
No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:
- read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
  - visited the site of any proposed works.
  - requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
  - received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.
- Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.
- F.4.3 **Imbalance in tendered rates**  
In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further



evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the Tender.

#### F.4.4 **Invalid tenders**

Tenders shall be considered invalid by the Bid Evaluation Committee if:

- a) the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance (form C1.1, Part C1: Agreements and Contract Data);
- b) the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;
- c) the Form of Offer and Acceptance has not been signed with an original signature;
- d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable;
- e) in a two envelope system, the tenderer fails to submit a separately sealed financial offer.

#### F.4.5 **Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations.

Minutes of any such negotiations shall be kept for record purposes.

#### F.4.6 **General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
  - i) full name;
  - ii) identification number or company or other registration number; and
  - iii) tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - ii) if the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
  - iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.
- c) has attended a compulsory clarification meeting, where applicable.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- d) a person who is in the service of the state;
- e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- f) an advisor or consultant contracted with the Employer; or
- g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

#### F.4.7 **Combating abuse of the Supply Chain Management Policy**

In terms of the its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedules 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered.

#### F.4.8 **UIF payments**

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

#### F.4.9 **Consultancy services provided to organs of state**

In terms the Municipal Supply Chain Management Regulations (Board Notice 868 of 2005), and the Employer's Supply Chain Management Policy, tenderers must furnish the Employer with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required is not limited to the local office only, but should include services provided by all offices country wide.

In this regard, tenderers shall complete Schedule 7, Part T2.2: Returnable Schedules: Consultancy Services Provided to Organs of State. Failure to complete this schedule may result in the tender not being considered.

#### F.4.10 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Activity Schedules, in the same format (that is layout, scheduled items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account. The pages of the issued Activity Schedule should not be removed from the tender document.
- d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

## Annex F

(normative)

### Standard Conditions of Tender

#### F.1 General

##### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** 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, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

##### **F.1.6.3 Proposal procedure using the two stage-system**

###### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

###### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. 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.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

## **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

## **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

## **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

## **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

## **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The Employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.





**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until three working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) Complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the

highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

### F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission/ fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
<sup>a</sup>	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		

### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_s$$

where:  $S_0$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14. Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

#### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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## Part T2: Returnable Documents

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T2.1 List of Returnable Documents .....	27
T2.2 Returnable Schedules .....	29 – 53

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## T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

### 1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE .....	31 – 32
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	33 – 34
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES .....	35
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES .....	36
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER.....	37
6: CONFIRMATION OF CATHSSETA VENDOR DATABASE REGISTRATION .....	38
7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE .....	39
8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER .....	40
9: KEY PERSONNEL .....	41
10: SUPPORT RESOURCES.....	42
11: PROFESSIONAL INDEMNITY INSURANCE .....	43
12: TRACK RECORD .....	44
13: PROPOSED WORK PLAN.....	45
14: ISO 9001: 2008 CERTIFICATION .....	46
15: OTHER CRITERIA .....	47

### 2. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
- d) A proposed work plan - append to Schedule 13.
- e) Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 14.

### 3. Returnable Schedules that will be incorporated into the Contract

16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL) .....	47
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CATHSSETA .....	48
18: RECORD OF ADDENDA TO TENDER DOCUMENTS .....	49

### 4. Other documents that will be incorporated into the contract

19: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution).....	50 – 53
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### 5. C1.1 The offer portion of the C1.1 Offer and Acceptance

### 6. C1.2 Contract Data (Part 2)

### 7. C2.2 Activity Schedule

NOTE: Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted with the tender as stated in F.2.13.2 in the Tender Data.

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## **T2.2 Returnable Schedules**



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**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....

(LOCAL OFFICE) .....

.....

**Section 2: VAT registration number, if any:** .....

**Section 2a: National Treasury Central Supplier Database registration number :** .....

**Section 2b: SARS Tax Compliance Status PIN :** .....

**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 of 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:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	
<input type="checkbox"/> a member of the National Assembly or the National Council of Provinces	

- a member of the board of directors of any municipal entity       a member of an accounting authority of any national or provincial public entity  
 an official of any municipality or municipal 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	Identity Number	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

**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 within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)  
 a member of any provincial legislature       a member of an accounting authority of any national or provincial public entity  
 a member of the National Assembly or the National Council of Province       an employee of Parliament or a provincial legislature  
 a member of the board of directors of any municipal entity  
 an official of any municipality or municipal entity

Name of spouse, child or parent	Identity Number	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:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) 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;
- iii) 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;
- iv) 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

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

**SDB9**

I, the undersigned, in submitting this tender for Contract No. **CATHS/IBP/014/2017: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

in response to the invitation for the tender made by the CATHSSETA, do hereby make the following statements that I certify to be true and complete in every respect:

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

(Name of Tenderer)

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

<sup>1</sup>Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. 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 products or services to which this invitation to tender relates;
9. The terms of this 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;
10. I am 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 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.

.....  
Signature

.....  
Date

.....  
Name

.....  
Position

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**SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....  
....., authorised signatory of the company, close corporation or partnership .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note :**

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

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**SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

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**SCHEDULE NO. 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER**

To: THE CATHSSETA MANAGER, CATHSSETA

**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER**

TENDER NO.: CATHS/IBP/012/2017: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES

NAME OF THE TENDERER: .....

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners, etc:

Physical <b>Business</b> address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days or 3 (three) months.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Tenderer/Service Provider

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20.....  
(PLACE) (DATE) (MONTH) (YEAR)

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed **Not Applicable** and THIS DECLARATION MUST STILL BE SIGNED



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**SCHEDULE 6: CONFIRMATION OF CATHSSETA VENDOR DATABASE REGISTRATION**

<b>CATHSSETA VENDOR DATABASE REGISTRATION</b>		
<b>COMPANY NAME</b>	<b>REGISTERED YES/NO</b>	<b>REGISTRATION NUMBER IF APPLICABLE</b>

Tenderers who are not registered on the CATHSSETA Vendor Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive (the evaluation of tenders takes place when the Employer’s Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

**SIGNED ON BEHALF OF TENDERER: .....**

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**SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE**

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

<b>CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE</b>				
<b>TITLE OF PROJECT</b>	<b>VALUE OF CONTRACT</b>	<b>EMPLOYER</b>	<b>DATE COMPLETED</b>	<b>SIMILAR SERVICE</b>

**SIGNED ON BEHALF OF TENDERER:.....**

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**SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 9: KEY PERSONNEL**

The tenderer is referred to clause F.2.1.1.3 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

<b>PROJECT LEADER</b>				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
<b>PROJECT STRUCTURAL ENGINEER</b>				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
<b>PROJECT MECHANICAL ENGINEER</b>				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
<b>PROJECT ELECTRICAL ENGINEER</b>				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 10: SUPPORT RESOURCES**

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what structural analysis software packages are available for use on this project and whether or not they are currently owned/licenced by the tenderer, or are available through other means.

<b>STRUCTURAL ANALYSIS SOFTWARE PACKAGE/S AVAILABLE FOR USE</b>		
<b>NAME OF PACKAGE</b>	<b>DESCRIPTION</b>	<b>CURRENTLY OWNED/ LICENCED OR OTHER</b>

**SIGNED ON BEHALF OF TENDERER:**.....

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**SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE**

The tenderer is referred to clause F.2.1.1.5 of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 12: TRACK RECORD**

The tenderer is referred to clause F.2.1.1.6 of the Tender Data and shall indicate on the schedule below all building projects (the analysis and design of new and remedial works) that have been successfully completed in their **local office**, in the past 8 years or that are underway at present..

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake the structural design.

<b>TRACK RECORD</b>			
<b>TITLE AND BRIEF DESCRIPTION OF PROJECT</b>	<b>VALUE OF CONTRACT</b>	<b>EMPLOYER (include contact details)</b>	<b>DATE COMPLETED (if applicable)</b>

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 13: PROPOSED WORK PLAN**

Tenderers are referred to clause F.2.1.1.7 of the Tender Data and shall append their proposed work plan to this Schedule.

**SIGNED ON BEHALF OF TENDERER:** .....



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**SCHEDULE 14: ISO 9001: 2008 CERTIFICATION**

Tenderers are referred to clause F.2.1.1.7 of the Tender Data and shall, if applicable, append proof of their ISO 9001:2008 certification to this Schedule.

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 15: OTHER CRITERIA**

**SIGNED ON BEHALF OF TENDERER: .....**

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**SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)**

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include an architect, quantity surveyor, a tender documentation specialist, cad operators/draft persons/modellers, or experienced construction monitoring staff, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CATHSSETA**

To: THE CATHSSETA MANAGER, CATHSSETA

From: \_\_\_\_\_  
(Name of Tenderer)

---

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CATHSSETA**

---

The Tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the CATHSSETA Manager may reject the tender of the Tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the CATHSSETA, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises CATHSSETA to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer.

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

hereby authorise CATHSSETA to deduct the full amount outstanding by the Tenderer/Service Provider or any of its directors/members/partners from any payment due to the Tenderer/Service Provider.

\_\_\_\_\_  
Signature

**THUS DONE AND SIGNED** for and on behalf of the Tenderer/Service Provider

at ..... on the ..... day of ..... 20.....  
(PLACE) (DATE) (MONTH) (YEAR)

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**SCHEDULE 18 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 19: PREFERENCE SCHEDULE**

**Preference Schedule where preferences are granted in respect of B-BBEE contribution**

**1 Definitions**

The following definitions shall apply to this schedule:

**All applicable taxes:** Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

**Applicable Code:** Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

**B-BBEE:** Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

**B-BBEE status level of contributor:** The B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**Bid (Tender):** A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

**Broad-Based Black Economic Empowerment Act:** The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

**Comparative Price:** The price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

**Consortium or Joint Venture:** 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.

**Contract** The agreement that results from the acceptance of a bid by an organ of state.

**Exempted Micro Enterprise (EME):** Any enterprise with an annual total revenue of R10 million or less.

**Firm Price:** The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Service Provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

**Functionality:** The measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.

**Non-firm prices:** All prices other than "firm" prices.

**Person:** Includes a juristic person.

**Qualifying Small Enterprise (QSE):** Any enterprise with an annual total revenue of greater than R10 million but less than R50 million or less.

**Rand Value:** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

**Sub-contract:** The primary Service Provider's assigning, leasing, making out work to, or employing, another person to support such primary Service Provider in the execution of part of a project in terms of the contract.

**Total Revenue:** Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

**Trust:** The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

**Trustee:** Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## **2 Conditions associated with the granting of preferences**

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CATHSSETA at the Supplier Management Unit located within the Tender Distribution Office, 01 Newtown Avenue, Killarney, JOHANNESBURG ;
- 5) accept that, further to 4) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CATHSSETA may have) in accordance with Section 3 below;
- 7) accept that suppliers are required to be registered on CATHSSETA Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CATHSSETA will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 8) accept that, notwithstanding 7) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works; and
- 9) immediately inform CATHSSETA Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

## **3 Sanctions relating to breaches of preference conditions**

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CATHSSETA has incurred or suffered as a result of the supplier's or Service Provider's conduct;
- 3) cancel the contract and claim any damages which the CATHSSETA has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CATHSSETA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;
- 5) forward the matter for criminal prosecution; and/or
- 6) a financial penalty payable to the CATHSSETA, as set out below.

**Financial penalty for breach of Condition 2 in Section 2 above:**

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P\*, less 25%

P\* = Value of the contract

**Financial penalty for breach in terms of condition 6 in Section 2 above:**

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B\text{-BBEE}^a - B\text{-BBEE}^t) \times P^*$$

where:

B-BBEE<sup>a</sup> = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE<sup>t</sup> = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P\* = Value of the contract

**4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)**

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

**Table 1: Level of Contribution**

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

<sup>1</sup> If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)



**5 Declarations**

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

**Note:**

**Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.**

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CATHSSETA that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (PRINT)**  
(For and on behalf of the Supplier (duly authorised))

<b>For official use.</b>		
<b>SIGNATURE OF CATHSSETA OFFICIALS AT QUOTATION OPENING</b>		
<b>1.</b>	<b>2.</b>	<b>3.</b>

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## Part C1: Agreements and Contract Data

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	Pages
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C1.2 Contract Data .....	60 – 64
C1.3 Occupational Health and Safety Agreement .....	65 – 66

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### 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:

**CONTRACT CATHS/IBP/014/2017: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 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 service provider in the conditions of contract identified in the contract data.

Signature(s) \* .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name of organization/tenderer) \* .....

(Address of organization/tenderer) .....

.....

Name and signature of witness .....

Date .....

\* Refer to Clause F.4.4 Invalid tenders in Part T1.2 Tender Data

For official use.		
INITIALS OF CATHSSETA OFFICIALS AT TENDER OPENING		
1.	2.	3.

# 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 service provider 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 that 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

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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 representative (whose details are given in the contract data) to arrange the delivery of any securities, 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 fulfill 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 service provider) 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 .....

Name .....

Capacity .....

**for the Employer**  
CATHSSETA  
01 Newtown Avenue,  
Killarney  
JOHANNESBURG

Name and signature of witness .....

Date .....

**ONLY TO BE  
COMPLETED AT  
ACCEPTANCE STAGE**

## Schedule of Deviations

1 Subject .....  
Details .....  
.....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....  
.....

5 Subject .....  
Details .....  
.....  
.....  
.....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name of organization/tenderer) .....

(Address of organization/tenderer) .....

Name and signature of witness .....

Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and address of organization) CATHSSETA  
01 Newtown Avenue,  
Killarney  
JOHANNESBURY

Name and signature of witness .....

Date .....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

## Confirmation of Receipt

The tenderer (now service provider), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

the .....(day)

of .....(month)

20.....(year)

at .....(place)

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

### For the Service Provider:

Signature(s) .....

Name(s) .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....



CATHSSETA

INFRASTRUCTURAL BUILDING PROJECT

CONTRACT NO. CATHS/IBP/014/2017

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES

## C1.2 Contract Data

### Part 1: Contract Data provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **Standard Professional Services Contract (April 2013) (Edition 4 of CIDB document 1014)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the Standard Professional Services Contract (April 2013) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract
- d) the Scope of Work, and
- e) the Pricing Data.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### **Clause 1:**

The **Employer** is CATHSSETA

Persons who are referred to as such in the Contract Data who will be engaged in the performance of the Service. The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

**Service Provider:**

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous. **Start Date:**

The Start Date is the date when the service provider confirms receipt of one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).

**Clause 3.2**

Period of Performance”.

**Clause 3.4.1:**

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

**Clause 3.5:**

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the sites of the proposed new TVET Colleges. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

**Clause 3.9.2:**

21 days”.

**Clause 3.9.3:**

The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

**Clause 3.15.1:**

The programme shall be submitted within **14** days of the Start Date.

**Clause 3.16.2:**

The indices are those contained in Table A of the P0141 Consumer Price Index for the **CPI for services** published by Statistics South Africa.

**Clause 4.7:**

Payment of the tendered basic fee for normal services shall be in accordance with Clause **9** in Part C2.1 Pricing Assumptions.

**Clause 5.4.1**

The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

The Service Provider shall ensure that any sub-contractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain Service Providers all risks insurance to the value of the work being undertaken.

**Clause 5.4.2**

Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place, shall be submitted within **14** days of the Start Date.

5.4.3 The Service Provider shall maintain the insurance policy/ies for the duration of the liability period in terms of Clause 13.4 and shall upon request by the Employer provide periodic proof of such insurance.

**Clause 5.5:**

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

- a) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) Issuing an instruction that will result in the approved contract value being exceeded.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Engineer's Representative .
- g) Delegation of Engineer's authority.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

**Clause 6.4:**

**6.4 Conflict of interest**

The Service Provider shall immediately disclose any potential conflict of interest or involvement in the project other than a professional interest in terms of this Contract.

**Clause 7.1.2**

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

**Clause 7.2.1:**

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

**Clause 8.1:**

The Service Provider is to commence the performance of the Services within 14 days of the Start Date.

**Clause 8.4.**

if the Service Provider has failed to provide the required insurances within the prescribed time;

**Clause 8.4.3(c):**

**Clause 9.1:**

Copyright of documents prepared for the project shall be vested with the **Employer**.

**Clause 10.1:**

A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

**Clause 11.1.:**

Interim settlement of disputes is to be by **mediation**.

**Clause 11.2.1:**

In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering.

**Clause 11.3.1**

Final settlement is by **litigation**.

**Clause 12.1:**

12.1.1 The Employer and the Service Provider shall enter into an agreement to complete the Services required for the Project in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

**Clause 13.1:**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

**Clause 13.2:**

13.7.3 The Service Provider hereby indemnifies the Employer against all claims by third parties which arise out of or in connection with the Services rendered under this Contract and where such claims are the consequence of breach by the Service Provider to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

**Clause 14.5:**

**Clause 14.5: Tax Invoices**

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**Clause 15:**

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

**Part 2: Data provided by the Service Provider**

The **Service Provider** is: .....

Postal Address: .....  
.....

Physical Address: .....  
.....

Telephone: .....

Facsimile: .....

The **authorised and designated representative** of the Service Provider is:

Name: .....

The address for receipt of communication is:

Address: .....  
.....

Telephone: .....

Facsimile: .....

**SIGNED ON BEHALF OF TENDERER:** .....

CATHSSETA

INFRASTRUCTURAL BUILDING PROJECT

CONTRACT NO. CATHS/IBP/014/2017

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET

### C1.3 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN CATHSSETA (HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,  
(Service Provider/Mandatary/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

I, ....., representing

..... , as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the.....day of.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatary**

Signed at ..... on the.....day of.....20 ....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
CATHSSETA

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Service Provider shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Service Provider assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Service Provider performs on the site in terms of Construction Regulations, 2014.
3. The Service Provider shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Service Provider shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Service Provider as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Service Provider to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Service Provider and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.
14. The Service Provider shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

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## Part C2: Pricing Data

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	<b>Pages</b>
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**CATHSSETA**

**INFRASTRUCTURAL BUILDING PROJECT**

**CONTRACT NO. CATHS/IBP/014/2017**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**

## **C2.1 Pricing Assumptions**

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, guideline tariffs of fees or indicative time based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of work.
  - Quantity: The number of units of work for each item.
  - Rate: The agreed payment per unit of measurement.
  - Amount: The product of the quantity and the agreed rate for an item.
  - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
  - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to 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 Scope of Work, 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. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
8. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.

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**C2.1**

9. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Stage of Services	Percentage points for each stage
1. Inception	5
2. Concept and Viability	25
3. Design Development	30
4. Documentation and Procurement	10
5. Contract Administration and Inspection	25
6. Close-Out	5

“Close-Out” may be included under the Contract Administration and Inspection Stage of the Service, in which case the Service Provider will then be required, at the time of issue of the Certificate of Completion (to the Service Provider) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the Service Provider’s defects liability period.

If the Service Provider is in default which results in delay, or if an extension of time is granted in respect of which there is no adjustment of the contract price/value, then the Service Provider shall be entitled to 25% of the full fee pro-rated for the period in question for Contract Administration and Inspection (in addition to construction monitoring charges) as follows:

Rate per week for additional contract administration and inspections = percentage points for Stage 5 x percentage basic fee tendered x final construction contract price/value / final contract duration up to practical completion/taking-over (including any valid extensions of time), applied to the delay period (in weeks).

10. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
11. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
12. The categories of persons (A, B, C, D) in respect of time-based fee rates for engineering services shall be as defined in Clause 4.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 117 of 2013).

13. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
14. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
15. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/Service Providers. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
16. Not used.
17. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
18. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
19. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
20. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R4.00/km (excluding VAT).
21. Tenderers are to note that the planning for this contract is based on a three year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
22. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
24. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
25. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

26. Clause F.4.10(c) in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

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## C2.2 Activity Schedule

### Item No. 1 : Engineering Services

#### 1.1 : Basic Fee for Planning, Studies, Investigations and Assessments, and Normal Civil, Structural, Building, Mechanical and Electrical Engineering Services

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
1.1	Provide engineering services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out	<b>Estimated Contract Value inclusive of contingencies but exclusive of VAT (Construction Cost)</b> <b>R10 000 000 (a)</b>  Tendered basic fee as a percentage of the estimated contract value (a) above  _____ % (b)  $\text{PRICE (c)} = \frac{(b)}{100} \times (a)$	-	(c)
<b>TOTAL OF ITEM No. 1.1 TO SUMMARY</b>				

#### 1.2 : Provision for Time-Based Engineering Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
1.2	Provide time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:  - Category A staff - Category B staff - Category C staff - Category D staff	hr hr hr hr	10 20 50 100			
<b>TOTAL OF ITEM No. 1.2 TO SUMMARY</b>						

**1.3 : Additional Services**

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3	Additional Services pertaining to all stages of the Project.					
1.3.1	Provide a level 2 construction monitoring service as described in the Scope of Work	Provisional Sum	-	-	200 000	00
1.3.2	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.	Tendered fee as a percentage of the estimated contract value (a) above  _____ % (d)  PRICE (e) = $\frac{(d)}{100} \times (a)$			(e)	
<b>TOTAL OF ITEM No. 1.3 TO SUMMARY</b>						

**Item No. 2 : Recoverable Expenses (Disbursements) – all disciplines**

Item No.	Description	Unit	Quantity	Rate	Amount R c	
2.1	Recoverable expenses in respect of printing/copying as specified below:  Printing: size A0,  Printing: size A1,  Printing: size A2,  Printing/copying: size A4 (reports and tender documents only),  Compilation and binding of reports/tender documents, books of drawings.  Electronic Data provided on Compact Disk	No  No  No  No  No.	100  100  10  5000  50  20			
2.2	Recoverable expenses in respect of travelling.	Provisional Sum	-	-	30 000	00
2.3.1	Other costs incurred on behalf of and with the approval of the Employer.  (a) Geotechnical investigations; (b) Laboratory testing; (c) Topographical and land survey; (d) Specialist sub-consultants; (e) Environmental investigations and studies	Provisional Sum	-	-	150 000	00
2.3.2	Extra over item 4.3.1 above in respect of all other costs, overhead charges and profit.	%	150 000			
<b>TOTAL OF ITEM No. 2 TO SUMMARY</b>						

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**SUMMARY OF ACTIVITY SCHEDULE**

A: TOTAL OF ITEM No. 1.1	R .....
B: TOTAL OF ITEM No. 1.2	R .....
C: TOTAL OF ITEM No. 1.3	R .....
D: TOTAL OF ITEM No. 2	R .....
	_____
E: SUB-TOTAL (A TO D)	R .....
F: <b><u>CONTINGENCIES</u></b>	
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required	R .....
	_____
G: TOTAL INCLUDING CONTINGENCIES	R .....
H: VALUE ADDED TAX ADD: VAT at the rate of 14% of G above	R .....
	_____
I: <b>TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (G+H)</b>	R .....

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **CATHS/IBP/012/2017: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

**SIGNED ON BEHALF OF THE TENDERER:** .....





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## Part C3: Scope of Work

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## C3.1 Scope of Work

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### 1. INTRODUCTION

A professional Service provider is required to provide the professional services necessary to implement this project. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **CATHS/IBP/014/2017: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PROJECT MANAGEMENT AND CONSTRUCTION SERVICES FOR THE UPGRADING OF TWO TVET COLLEGES**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

### 2. BACKGROUND

CATHSSETA is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of Culture, Arts, Tourism, Hospitality and Sport in the Large, Medium, Small levy paying and non-levy paying companies in the sector.

CATHSSETA's critical success factors are described as the Key processes that deliver services to the CATHSSETA beneficiaries, i.e. learners and employers. The process is based on the three critical components of the CATHSSETA service delivery Value Chain:

- Facilitation of learning intervention. Involves facilitation of all skills development initiatives.
- Quality Assurance of Skills Development. Involves accreditation of skills development facilitators, verification of learners and development of occupational qualifications.
- Employer engagements. Involves the receipt of levies and payment of grants.

The importance of the three areas as the point of integration between them.

### 3. EMPLOYER'S OBJECTIVE

CATHSSETA wishes to appoint a service provider that will provide Project Management and Construction Services. The Service provider will facilitate the upgrading of the King Sabata Dalindyebo TVET College for Coffee Bay and the King Hintsa TVET College that are primarily used for Hospitality and Tourism learning delivery. The upgrading of the facilities is underpinned by National Skills Development strategy III goal 3 which emphasises promotion of college system that is responsive to sector, regional and national skills needs and priorities.

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Most TVET Colleges in rural areas do not have the right facilities nor learning trade tools and this impacts on the delivery of training and the quality of learners that exit the college system and enter the industry at large. It is with this in mind that CATHSSETA objective is to address this challenge.

#### **4. DESCRIPTION OF THE SERVICES REQUIRED**

The Service Provider is required to provide the following services:

##### **4.1 Engineering Services**

##### **4.1.1 Planning, Studies, Investigations and Assessments**

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 117 of 2013), as amended or amplified upon in the project brief below.

For pricing purposes, the basic fee tendered (item No. 1.1 in Part C2.2 Activity Schedule) shall include for all costs in respect of Planning Studies and Assessments as well as the Normal Services described below.

##### **4.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

##### **4.1.3 Additional Services**

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
  - (i) The provision of all services in respect of wayleave applications and approvals.
- (b) The provision of a level 2 construction monitoring service as described in Clause 3.3.2 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.
- (c) The provision of all services in respect of acting as the Employer's Agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 as described in Clause 3.3.3 of the aforementioned Guideline in Clause 4.1.1 above.

#### **5. EXTENT OF THE SERVICES**

For tendering and evaluation purposes it has been assumed that the construction cost of the project is R10 000 000, exclusive of VAT. The activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual construction costs.

A level 2 construction monitoring service is required in respect of which a provisional sum has been allowed in the activity schedule. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage.

The services to be provided in terms of this contract are inextricably linked to the Employer's capital budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

#### **6. USE OF REASONABLE SKILL AND CARE**

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The Service Provider is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

## **7. BRIEF**

### **7.1 Terms of Reference**

The purpose of this contract is to procure the professional services necessary to implement the Employers objective of constructing two new TVET Colleges.

The engineering services to be provided in terms of this contract include, *inter alia*, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline document referred to above, the Specific Requirements shall take precedence.

The additional services to be provided the provision of a level 2 construction monitoring service, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014.

The Service Provider will furthermore be required to procure, on instruction from the Employer, any other specialist services as may be required for the successful implementation of this project, in terms of a sub-consultancy or sub-contract agreement.

### **7.2 Specific Requirements**

#### **7.2.1 Engineering Services**

##### **7.2.1.1 Planning, Studies, Investigations and Assessments**

Public and stakeholder participation will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

The cost of Planning, Studies, Investigations and Assessments shall be priced into the basic fee for the professional engineering services required, which include the fee for normal services as described below (Item No 1.1: C2.2 Activity Schedule refers).

##### **7.2.1.2 Normal Services**

###### **Stage 1 – Inception**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

Ongoing public and stakeholder participation will be required during this stage of the project.

###### **Stage 2 - Concept and Viability (Preliminary Design)**

The Service Provider shall provide those services necessary for the development of a concept design, for both the TVET Colleges, for submission to the Employer and other relevant authorities for approval.

The Service Provider shall submit a conceptual design report to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

###### **Stage 3 - Design Development (Detail Design)**

The Service Provider shall provide those services necessary to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

A set of draft plans/drawings shall be submitted to both the Employer for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction Service Provider, shall form part of the normal services to be provided by the Service Provider.

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

The Service Provider shall provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with CATHSSETA Supply Chain Management Policy. The construction contract document shall be based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition, 2015. The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by the services authorities are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements/limitations/restrictions.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the Service Provider. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the Service Provider, at no extra cost to the Employer.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meeting taking place.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

#### **Stage 5 – Contract Administration and Inspection**

The Service Provider shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team (the Mechanical Engineer and Electrical Engineer) as and when necessary.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the Service Provider for manufacture and installation.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

#### **Stage 6 – Close-Out**

The Service Provider shall complete the project close-out as described in the guideline scope of services.

As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints.

The Project Electrical Engineer shall ensure that the electrical contractor submits a Certificate of Compliance in accordance with regulation 7(1) of the Electrical Installation Regulations, 2009.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

### **7.2.1.3 Additional Services**

#### **Service Enquiries/Wayleave Applications**

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

#### **Construction Monitoring**

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason it is specified that a level 2 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval, and in respect of which a provisional sum has been allowed in the Activity Schedule.

The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement and the monthly cost in respect thereof. The cost shall include all benefits, overhead charges and profit as well as any overtime costs, if applicable. Construction monitoring staff will be paid over the year end break, if applicable.

As far as the individual(s) proposed are concerned, the Engineer's Representative shall be a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in

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construction monitoring, including a minimum of at least two contracts which have involved building construction.

The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer.

#### **Act as the Employer's agent in terms of the Occupational Health and Safety Act**

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

### **7.3 Time Frames/Milestones**

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (31 March each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

### **7.4 Places for the Performance of Specific Tasks**

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

### **7.5 Reporting Requirements**

Aside from the three particular reports required in terms of the brief above (the Conceptual Planning Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the anticipated spend to the end of the financial year in question.

The Conceptual Planning Report shall be submitted within the time frames agreed to by the Employer.

The Tender Evaluation Report shall be submitted to the Employer within two weeks of tenders for the construction works having been received.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

## **8. REFERENCE DATA**

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None.

## 9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall ensure that cognisance of all applicable national and international standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

## 10. APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the detail design, drawings and contract document from the Employer,
- (d) Wayleave approval from all service authorities,
- (e) Approval of the construction monitoring proposal from the Employer,
- (f) In respect of time based services, approval of the allocation of staff from the Employer.
- (g) Approval for the employment of specialist sub-consultants from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

## 11. PROCUREMENT

### 11.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Service Provider is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Service Provider).

Notwithstanding the application of penalties, the Service Provider's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

### 11.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of the built environment, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Service Provider shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**.

The Service Provider shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Service Provider shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Service Provider.

### 11.3 Forms for contract administration

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the Service Provider's compliance with the sub-contracting conditions of the **Preference Schedule**.



The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

## **12. FORMAT OF COMMUNICATION**

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

## **13. KEY PERSONNEL**

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

(e)

(f) A Project Leader who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA), who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions (SACPCMP), who has at least ten years verifiable post graduate experience in the analysis, design and implementation of buildings, and who will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer" in terms of the General Conditions of Contract, within the last three years.

(g) A Project Structural Engineer who is a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in the analysis and design of building structures.

(h) A Project Mechanical Engineer who is a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in HVAC, fire protection and kitchen equipment.

(i) A Project Electrical Engineer who is a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in the analysis and design of kitchens.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

## **14. MANAGEMENT MEETINGS**

### **14.1 Management Meetings**

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

### **14.2 Community/Stakeholder Meetings**

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

### **14.3 Supply Chain Management (SCM) Committee Meetings**

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

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#### **14.4 Site/Technical Meetings**

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and Service Provider will be present, as well as any technical meetings with the Service Provider as may be required to ensure the successful implementation of this project.

#### **14.5 Ad-hoc Meetings**

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

#### **14.6 General**

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

### **15. CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

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## Part C4: Site Information

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**Pages**

**NA**