



## INDEPENDENT DEVELOPMENT TRUST

**TENDER NO: IDT-MPUN08-MDOE-TIDIMALO-OHS**

### **THE APPOINTMENT OF A PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY AGENT FOR THE CONSTRUCTION OF TIDIMALO PRIMARY SCHOOL ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION**

#### **CLOSING DATE**

The completed Bid Document, sealed in an envelope and clearly endorsed must be placed in the Tender Box situated at the entrance to the Nelspruit Office of the Independent Development Trust (IDT)

**By no Later than 12h00 on Thursday, 27 February 2025**

#### **BIDDER'S INFORMATION**

*(Must be completed by Bidder)*

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

**Prepared by:**

The Independent Development Trust (IDT)  
Absa Square  
20 Corner Paul Kruger and Ferreira Street  
Nelspruit  
1200

## 1. TERMS OF REFERENCE

ITEM	DESCRIPTION
<b>1.1 Quotation Issue Date</b>	28 January 2025
<b>1.1.1 Compulsory Briefing</b>	Not Applicable / No briefing will be undertaken
<b>1.2 Quotation Closing Date</b>	Thursday , 27 February 2025, 12:00 PM – No late submissions will be received and/or considered.
<b>1.3 Quote Reference No.</b>	<b>IDT-MPUN08-MDOE-TIDIMALO-OHS</b>
<b>1.4 Enquiries</b>	<p>Any queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below;</p> <p><b>Name:</b> Mr. Syandisa Dlomo (Technical)  <b>Email:</b> SyandisaD@idt.org.za (08h00 – 16h30 weekdays only)</p> <p><b>Name:</b> Ms. Surprise Mthombeni (Bid Administration)  <b>Email:</b> SurpriseM@idt.org.za (08h00 – 16h30 weekdays only)</p>
<b>1.5 Compulsory Requirements</b>	<p>1.5.1 Full Registration Report of <b>Central Supplier Database (CSD)</b></p> <p>1.5.2 Proof of Valid COIDA/FEM Certificate</p> <p>1.5.3 Invitation to Bid (<b>SBD 1</b>)</p> <p>1.5.4 Bidder's Disclosure (<b>SBD 4</b>)</p> <p>1.5.5 Preference Points Claim Form in terms of the Preferential Procurement (<b>SBD 6.1</b>)</p> <p>1.5.6 Professional Indemnity of R5 Million</p> <p>1.5.7 Completed Form of Offer, fully signed and witnessed</p> <p>1.5.8 At least 50% of company directors must be registered as Professional Health and Safety Agent with SACPCMP</p> <p>1.5.9 The Bid Document must be completed by using hand and permanent black ink only.</p> <p><b><u>FAILURE TO SUBMIT ANY OF THE ABOVE WILL LEAD TO DISQUALIFICATION</u></b></p>
<b>1.6 Returnable Documents</b>	1.6.1 In line with the Submission checklist (Refer to Page 23)

ITEM	DESCRIPTION
<b>1.7 Functionality Criteria</b>	1.7.1 Refer to page 12-13
<b>1.8 Evaluation Criteria</b>	1.8.1 The 80/20 Evaluation System will be applicable.
<b>1.9 Bid Award Criteria</b>	<p>1.9.1 The bidder submits proof of CSD registration with <b>Compliant Tax Status</b></p> <p>1.9.2 Provision of original or Certified copy of <b>Active (non-expired)</b> SACPCMP registration certificate</p> <p>1.9.3 Failure to comply with items 1.8.2 (tax compliance) and 1.8.3 above, within a reasonable period as would be indicated by the IDT, will result in the appointment of the next best point's scorer.</p> <p>1.9.4 Note: The IDT reserves the right not to award the bid to the highest point's scorer, especially if it is deemed to be too risky.</p>
<b>1.10 submission of Quotation documents</b>	<p>Quotation documents shall be <b>hand delivered</b> in 1 combined pack (<i>i.e Bid document and its accompanying Annexures</i>) to the <i>Implementing Agent (IDT)</i>, and shall be marked as follows:</p> <p>The Independent Development Trust (IDT)  Absa Square  20 Corner Paul Kruger and Ferreira Street  Nelspruit  1200</p> <p><b>Marked confidential Quotation and Indicate the Following:</b></p> <p style="text-align: center;"><b>IDT-MPUN08-MDOE-TIDIMALO-OHS;</b></p> <p style="text-align: center;"><b>THE APPOINTMENT OF A PROFESSIONAL  OCCUPATIONAL HEALTH AND SAFETY AGENT FOR  THE CONSTRUCTION OF TIDIMALO PRIMARY  SCHOOL ON BEHALF OF MPUMALANGA  DEPARTMENT OF EDUCATION</b></p> <p><b>THE BID BOX IS LOCATED AT THE IDT'S MAIN RECEPTION  AREA AS PER THE ADDRESS INDICATED ABOVE</b></p>
<b>1.11 Pricing / Fee Proposal / Quotation</b>	<p>1.11.1 Quotations shall be carried out in line with the pricing schedule attached in this document.</p> <p>1.11.2 Quotations shall be inclusive of VAT (Where Applicable - VAT Vendors)</p> <p>1.11.3 Quotations shall be valid for 90 calendar days.</p> <p>1.11.4 All costs related to the service to be provided shall be included in the quotation.</p>

ITEM	DESCRIPTION
	<p>1.11.5 All work stages for the project shall be quoted for. As indicated in item 1.10.4 above, all costs related to the service to be provided shall be included in the quotation.</p> <p>1.11.6 The quotation shall be inclusive of all work expenses as there shall be no additional monies that will be paid by the Employer for this project. As such all work related risks shall be factored in the bidders' quotation. Price / Fee adjustments shall only be carried out if and when the construction price changes, as is the norm, and in line with the applicable tariff of applicable professional fees.</p> <p><b>1.11.7 Note: Bidders are requested to ensure that they fully complete section 5, as well as submit a formal quote in the official company's letterhead</b></p>
<b>1.12 Disbursements</b>	<p>1.12.1 Disbursement cost, if any, shall be paid on a proven incurred cost basis in line with applicable guidelines as per the National Department of Public Works (NDPW) "Rates for Reimbursable Expenses".</p> <p>1.12.2 The maximum rate applicable shall be for vehicles up to and not greater than 2 500cc.</p> <p><b>1.12.3 The base town for the projects shall be Nelspruit. As such all disbursement related cost will be referenced to Nelspruit IDT Office, Mpumalanga, in line with the guidelines referred to in 1.11.2 above</b></p> <p><b>1.12.4 No travelling and time related claims shall be applied for sites / towns within 100km of the base town as indicated in item 1.11.3 above.</b></p>
<b>1.13 Amendments</b>	<p>1.13.1 Any amendments to the rates offered or description given must be signed by an authorized person (i.e who signed the original quotation)</p>
<b>1.14 Scope of Works</b>	<p>1.14.1 Refer to Section 5</p>
<b>1.15 Site Staff</b>	<p>1.15.1 The Service provider to provide details of the personnel to be used in the project and attach proof of their SACPCMP professional registration.</p> <p>1.15.2 Such personnel shall be available at all times for project / site related matters.</p>

ITEM	DESCRIPTION
<b>1.16 IDT's Reservation of Rights</b>	<p>1.16.1 The Service Providers attention is specifically drawn to the fact that a contract in respect of the services requested herein will not necessarily result from the proposals received.</p> <p>1.16.2 IDT's reservation of rights: IDT reserves the right to cancel or withdraw this request for quotations without prior notice and without furnishing any reasons whatsoever.</p> <p>1.16.3 IDT reserves the right not to award to the lowest bidder.</p> <p>1.16.4 IDT reserves the right to award all or part of the works. If not all works is awarded, the IDT reserves the right to re-calculate the bid price in accordance to the adjusted works (i.e adjusted construct value). IDT shall only pay for work done / carried out on site. No monies will be paid to the service provider for work stoppages / or when the project is placed on hold. As such the service provider shall only be paid for work carried out on site (refer to clause 1.16.1).</p>
<b>1.17 Cancellation Cost</b>	<p>1.17.1 Should the project be cancelled by the Client Department, for funding and/or other reasons, the IDT and the Client Department shall not be liable to remunerate the service provider for any potential loss of business and/or profit. The service provider shall only be remunerated for work done prior to the cancellation.</p> <p>1.17.2 In this case time-based fees and disbursements may be used, where applicable, to remunerate the service provider accordingly.</p> <p>1.17.3 <b>Note:</b> No time based fees shall be applicable for any work on hold.</p>
<b>1.18 Contract</b>	<p>1.18.1 The service provider will be expected to enter into contract with the IDT on behalf of DPW,R&amp;T.</p>
<b>1.19 Bid Document and Contract</b>	<p>1.19.1 The Bidder is advised to ensure that they familiarise him themselves with all the contents of the bid documents as those will form the basis of the contract to be entered into. Any contents of this document that the bidder requires clarity on shall be brought forward before the bid submission date stipulated in this bid document.</p>

ITEM	DESCRIPTION
	<p>1.19.2 Conditions of Contract are the CIDB Standard Professional Services Contract 3rd Edition of the CIDB Document 1015.</p> <p>1.19.3 The IDT has capped discounts at <b>20%</b> to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalize the projects. Bidders who submit more than 20% discount will be disqualified</p> <p>1.19.4 Conditions of Contract are the CIDB Standard Professional Services Contract 3rd Edition of the CIDB Document 1015 and Contract Skills Development Goal;</p> <p>1.19.5 According to Gazette 986 no.43495 , the professional fees in the case of engineering and construction work contracts, design and build contracts and service contracts contract skills participation goals, expressed in Rand, shall be no less than the contract amount multiplied by a percentage (%) factor given at 0.25% for the applicable Electrical Engineering works (Building) class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000.</p> <p>1.19.6 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.  <b>Example 1:</b> The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is <math>R5.6m \times 150 = 840</math> hours</p> <p>1.19.7 The successful Bidder will be expected to have and maintain a professional indemnity insurance of at least Five Million Rands (R5 000 000.00) and to Apply the 0.25% from the professional fees.</p> <p><b>Note:</b> adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a</p>

ITEM	DESCRIPTION
	<p>successful service provider and upon conclusion of specific risk assessment</p> <p><b>Note:</b> The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:</p> <p><b>Method1</b> : structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;</p> <p><b>Method2</b> : structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No.35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;</p> <p><b>Method 3:</b> work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;</p> <p><b>Method 4:</b> structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council;</p> <p>1.19.8 The successful Bidder will be expected to have and maintain a professional indemnity insurance of at least Five Million Rands (R5 000 000.00) (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment)</p> <p>1.19.9 <b>Note:</b> The Bid Document must be completed / fill in using hand and permanent black ink only.</p>

## 2.FEE GUIDELINE FOR APPLICABLE PROFESSIONAL SERVICES

Professional Discipline	Applicable Gazette
Professional Architectural Services	SACAP - rates as per Gazette 43591 Board Notice 91 of 2020
Professional Structural Engineering Services	ECOSA – rates as per Gazette 44333 of 2021
Professional Civil Engineering Services	ECOSA – rates as per Gazette 44333 of 2021
Professional Mechanical Engineering Services	ECOSA – rates as per Gazette 44333 of 2021
Professional Electrical Engineering Services	ECOSA – rates as per Gazette 44333 of 2021
Professional Project Management Services	SACPCMP – rates as per Gazette 42697 Board Notice 168 of 2019
Professional Quantity Surveying Services	SACQSP – rates as per the Gazette 39134 Board Notice 170 of 2015
<b>Professional Health and Safety Services</b>	<b>SACPCMP- rates as per Gazette 42697 Board Notice 167 of 2019</b>

## 3.FEES

The quotation shall be based on the work to be performed on site by the Occupational Health and Safety Professional Service Provider and shall include all relevant allowances for unforeseen risk associated with the work of this nature.

The quotations shall cover for all work to be carried out by the Occupational Health and Safety Professional Service Provider including, but not limited to, Site Assessments, Reports, Various Site meetings, e.t.c.

Fees shall be quoted per work stage as indicated in the tables below. The estimated Occupational Health and Safety project cost shall be **R19 000 000.00 (excl. VAT) Nineteen Million.**

## 4. FEE PROPOSAL

**Table 4.1: TIDIMALO PRIMARY SCHOOL**

The quotation shall be prepared in both the service provider's letterhead and the table below. The quotation shall be prepared in the manner as indicated below; please note the base office for calculating professional fees shall be IDT office in Nelspruit



Item	Applicable Work Stages	Fee Per Work Stage (Excl VAT)
Construction Value excluding vat		R19 000 000.00
Primary Fee		R
Secondary fee		R
Total		R
A	Stage 1 (Inception)	
B	Stage 2 (Concept and Viability)	
C	Stage 3 (Design Development)	
D	Stage 4 (Documentation and Tender)	
E	Stage 5 (Construction and Supervision)	
F	Stage 6 (Close Out)	
G	Total Proposed Fee (Excel VAT)	
H	Overall Discount Offered (%)	%
I	Overall Discount Offered (R) (Item G x Item H)	
J	Total Discounted Fee (Excl. VAT) (Item G – Item I)	
K	Disbursement max 5% of total professional fees (R)	
L	Total + Disbursements (Excl VAT) (Item J + Item K)	
M	VAT (15%)	
N	Total + Disbursements (Incl VAT)	

**NOTE:** The surcharge, in line with the applicable gazette will only be applicable for Alterations Work at the project/ implementation stage once a full determination of the scope of works has been carried out. The surcharge fee will only be applied where applicable at the same average % discount offered at bidding stage. (i.e if the offer by the bidder at bidding stage is Y% discount the surcharge will also be applied at the same Y% discount).

**NOTE:** The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. Bidders offering more than 20% discount will be disqualified

**NOTE:** Where applicable, bidders are encouraged to offer a reasonable discount on their quotation as a higher percentage discount might lead to a risk of the project failure. IDT reserves the sole right to determine an acceptable discount that can be offered by the bidder.

**NOTE:** The bidder is to ensure that all pricing from the above table(s) is transferred (i.e. the total offered price) to the Form of Offer on Page 45 (Note: Failure to complete and sign the Form of Offer in Full by an authorised person shall invalidate the bid).

**NOTE:** This section shall be read in conjunction with the Form of Offer on Page 45 as well as the request for a signed Quotation Offer in the Bidders Official Letterhead. This note shall not be read to negate all above and/or other bid requirements stipulated in this bid document.

## **5. SCOPE OF WORKS**

Scope of services includes standard / normal services (Stages 4 – 6) as envisaged in the guideline scope of services and tariff of fees for OHS profession. This entails “*inter alia*” the following:

- Briefing the Principal Contractor (and his /her contractor) on OHS requirements and Safety considerations affecting the site of the project and its environment;
- Overall Supervision and Responsibility for OH&S;
- Ensure that you act as a link between the Client, Principal Contractor and the project team members with respect to Health & Safety including legal or legislated requirements;
- Ensure good H&S practices are maintained throughout the duration of the project

- Facilitate the preparation of the health & safety plan and ensure that the plan must be implemented, maintained and kept up to date during the construction of the project, incl.
  - project information;
  - client requirements for H&S management on the project;
  - details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and how non-compliance will be handled; and
  - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high-risk construction work that will take place on a construction project will be managed
- Ensure that there is appropriate means of dealing with Health & Safety incident/accident reporting & investigations;
- Conduct monthly audits;
- Ensure adherence to Site Rules and other Restrictions including Covid-19 Regulations and security arrangements;
- Facilitate the appointment of Health & Safety Representatives (including H&S Committee) and outline their Duties and Functions;
- Facilitate Training & Awareness programme(s) on issues pertaining to safety requirements;
- Ensure that the Training & Induction is conducted, including Site Specific Induction Training and any other necessary training.

**NOTE:** The IDT reserves the right to award all or parts of the works. Remuneration to the service provider shall only be limited to the work done to completion to the acceptance and approval of the IDT and DOE

## 6. SITE INFORMATION

**PROJECT NAME:** CONSTRUCTION OF TIDIMALO PRIMARY SCHOOL

**LOCATION:** KwaMhlanga in Thembisile Hani within Nkangala District Municipality.

**GPS COORDINATES:** 25°25'37"S and 28°44'10"E.

## FUNCTIONALITY EVALUATION

Criteria	Points Allocation
<b>A.</b> Relevant Previous Experience on completed projects of similar nature and value in the last ten (10) years (10 points per project)	40 points
<b>B.</b> Signed and stamped client references on the same projects listed above (both Client & Client Representative). OR Signed and Contactable reference letters from previous clients. (5 points per reference letter)	20 points
<b>C.</b> Qualifications, Skills and Experience of project key resources	20 points
<b>C.</b> Experience of project key resources	20 points
<b>Total</b>	<b>100 points</b>
NB: Minimum qualifying functionality threshold is <b>70 points out 100</b>	

A. RELEVANT PREVIOUS EXPERIENCE 40 Points Max			
	Proof Required	Evidence submitted	No of points allocated
<b>Relevant Previous Experience</b>	Verifiable and signed appointment letters on client's letterhead	4 projects submitted	40
		3 projects submitted	30
		2 projects submitted	20
		1 projects submitted	10
		0 projects submitted	0

B. CLIENT REFERENCES 20 Points Max			
	Proof Required	Evidence submitted	No of points allocated
<b>Reference letters</b>	Signed and stamped reference letter by Client/Employer	4 reference letters submitted	20
		3 reference letters submitted	15
		2 reference letters submitted	10
		1 reference letters submitted	5
		0 reference letters submitted	0

C. QUALIFICATIONS 20 Points Max			
	Proof Required	Evidence submitted	No of points allocated
<b>Qualifications</b>	Certified copies of qualifications	B Degree (NQF 7) in Safety or related qualifications	20
		National diploma (NQF 6) in Safety or related qualification	10
		No qualification Submitted	0

D. EXPERIENCE OF PROJECT KEY RESOURCES 20 Points Max			
Experience of key resource	Proof Required	Evidence submitted	No of points allocated
	CV maximum 4 pages.	7 or more years in experience	20
		5-6 years in experience	10
		3-4 years in experience	5
		Less than 3 years' experience	0

## TENDER / QUOTATION DATA

Clause number	<b>QUOTATION DOCUMENT FOR PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY AGENT FOR THE CONSTRUCTION OF TIDIMALO PRIMARY SCHOOL ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION</b>  <b>TENDER NO:IDT-MPUN08-MDOE-TIDIMALO-OHS</b>
1	<b>The Employer is Independent Development Trust (IDT) on behalf of the Department</b>
2	<b>Inspections, Tests and Analysis</b> Access shall be provided for inspections, tests and analysis as may be required by the employer.
3	<b>Contract period:</b> The contract period will be based on a 12 months construction period.
4	<b>Central Supplier Database (CSD) on Tax Compliance</b> No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"
5	<b>Opening of Quotation Submissions</b> Quotations will be open to public.
6	<b>Evaluation of Tender Offers</b> The bidders will be evaluated on Specific Goals point scoring and the price as per the IDT 80/20 score card and functionality A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of aggregate points where the IDT is managing risk, i.e. where the bidder has underpriced such that, the project may be compromised by such underpricing or in spreading of work to other bidders in case where the highest points scorer has already been awarded work.
7	<b>Acceptance of Tender Offers</b> Tender offers will only be accepted if: <ol style="list-style-type: none"> <li>Central Supplier Database (CSD) on Tax Compliance no contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"</li> <li>the tenderer has completed the Declaration of Interest 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 and persons in the employ of the state are not permitted to submit tenders or participate in the contract;</li> <li>Completed and signed <b>ALL SBD Forms</b></li> <li>the tenderer completed in full, signed and witnessed form of offer;</li> <li>the tenderer has submitted a signed quotation in the official company's letterhead</li> <li>The company is registered on the IDT's Panel of Professional Electrical Engineering Consultants</li> <li>The Bidder's Professional registration is valid and active.</li> </ol>
8	<b>Seek clarification</b> Request clarification of the tender documents (if necessary) by notifying the employer <b>at least five working days before the Closing Date</b> stated in the terms of reference.
9	<b>The additional conditions of tender are:</b> The employer is not obliged to accept the lowest bidder.

<b>Clause number</b>	<b>QUOTATION DOCUMENT FOR PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY AGENT FOR THE CONSTRUCTION OF TIDIMALO PRIMARY SCHOOL ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION</b>  <b>TENDER NO:IDT-MPUN08-MDOE-TIDIMALO-OHS</b>
10	<b>Notice to Unsuccessful Bidders</b>  Should the bidders not hear from IDT within 14 days from the quotation closure day i.e. submission date of the quotation they should consider their submission unsuccessful. No written notification will be issued by the Employer to unsuccessful bidders.
11	<b>The Contract:</b>  The Quotation Document is the contract document for this document and the copy to be submitted to the successful bidder.
12	<b>Contingencies</b>  Contingencies shall be 5% of the calculated value of the works excluding VAT.

***STANDARD CONDITIONS OF TENDER***



## *Standard Conditions of Tender*

- 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 the tender data, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 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.

- 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.

- 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

### **Communication and employer's agent**

- Each communication between the employer and a tenderer shall be to or from the Employer or the employer's agent only, and in a form that can be read, copied and recorded. Writing 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 shall be stated at the time of appointment.

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

- The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection.

## **Procurement procedures**

### **General**

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, **may** 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.

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

The contract shall be awarded when the evaluation was done by the panel of not less than three persons and the Employer has the submitted best and final offer.

The employer shall evaluate tenders received during in terms of the method of evaluation stated in the quotation data, and award the contract in terms of these conditions of tender.

## **Tenderer's obligations**

### **Eligibility**

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

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.

### **Cost of tendering**

Accept that 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 satisfy requirements.

### **Check documents**

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

### **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.

### **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.

### **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 quotation data, in order to take the addenda into account.

### **Clarification meeting**

There will be no clarification meeting for this RFQ.

**Seek clarification**

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

**Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may 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 and to ensure that he or she is adequately covered for the duration of the project.

**Pricing the tender offer**

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'.

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

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.

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.

**Alterations to documents**

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.

**Alternative tender offers**

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 as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**Submitting a tender offer**

Submit one tender offer only, either as a single tendering entity 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.

Return all returnable documents to the employer after completing them in their entirety by writing in black ink.

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.

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.

Seal the original and each copy, where applicable, 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 terms of reference, as well as the tenderer's name and contact address.

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 quotation data.

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.

Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.

### **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.

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.

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.

### **Tender offer validity**

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.

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.

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

### **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:** Clarification of the offer 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.

### **Provide other material**

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position, preferential 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.

Disposal of samples of materials provided for evaluation by the employer, where required.

### **Inspections, tests and analysis**

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

### **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.

### **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.

### **Certificates**

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

## **The employer's undertakings**

### **Respond to requests from the tenderer**

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.

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.

### **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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.

### **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.

### **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.

### **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.

### **Test for responsiveness**

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.

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.

### **Arithmetical errors, omissions and discrepancies**

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.

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers:

- 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.

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.

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.

### **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.

### **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:

### **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.

### **Prepare contract documents**

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.

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

**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.

**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.

## **LIST OF RETURNABLE DOCUMENTS**



## List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

ITEM	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
1.	Companies and Intellectual Property Commission (CIPC)	
2.	Full Central Supplier Database (CSD) Report and Tax Clearance Pin	
3.	Proof of Professional Registration with SACPCMP and CVs	
4.	Declaration that information on CSD is correct and up to date	
5.	COIDA Certificate	
6.	Proof of Building Experience	
9.	Invitation to Bid (SBD1)	
10.	Declaration of Interest (SBD4)	
11.	Preference Points Claim Form in terms of the Preferential Procurement (SBD 6.1)	
12.	Contract Form - Rendering Of Services	
13.	Fully Completed Fee Proposal	
14.	Fully Completed Form of Offer	
15.	Professional Indemnity – Minimum of R5 000 000.00	

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS  
CORRECT AND UP TO DATE  
(To be completed by bidder)**

**THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)**

.....

**WHO REPRESENTS (state name of bidder)**

.....

**I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH  
RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT  
THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF  
SUBMITTING THIS BID.**

**AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE  
FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE  
CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS  
BID.**

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:.....**

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

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

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

### GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) Either the 90/10 or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

#### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>	
<b>PRICE</b>	<b>90</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>10</b>	<b>20</b>
<b>TARGETED GROUP</b>		
Women	3	6
Youth	3	6

People with Disabilities	2	4
Black People	2	4
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

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

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

## DEFINITIONS

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

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)}_{or} & & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### **3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

#### **3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)}_{or} & & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### **POINTS AWARDED FOR SPECIFIC GOALS**

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black People	2	4		

#### **Source Documents to be submitted with the Bid or RFQ**

\*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))

\*Woman (Originally Certified ID Document)

\*Youth (Originally Certified ID Document)

\*People with Disability (Letter from the Dr. Confirming the Disability)

\*Black Ownership (Originally Certified ID Document)

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and  
(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## **CIPC REGISTRATION**

***Attached hereto is my / OUR ORIGINAL (CERTIFIED COPY) CIPC Registration Document issued by Companies Intellectual Property Commission. My failure to submit the document with my / our bid will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our preferential status.***

# **TAX CLEARANCE**

## **IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations, 2022 promulgated with the Preferential Policy Framework Act No 5 of 2000:

### **"CSD Tax Compliance**

No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"

**Failure to comply with CSD tax compliance will inevitably invalidate the tender.**

## ***Pr. CHSA REGISTRATION CERTIFICATE***

***Attached hereto is my / our registration certificate with the South African Council for Project Management Profession (SACPCMP). My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with SACPCMP***

***NOTE: The SACPCMP can be contacted or visited on their website for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for you information.***

***APPLICABLE FOR THIS BID***

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)</b>							
BID NUMBER:	IDT-MPUN08-MDOE-TIDIMALO-OHS	CLOSING DATE:	27 JANUARY 2025	CLOSING TIME:	12h00		
DESCRIPTION	QUOTATION DOCUMENT FOR PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY AGENT FOR THE CONSTRUCTION OF TIDIMALO PRIMARY SCHOOL ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
IDT Regional Office							
Absa Square							
20 Corner Paul Kruger and Ferreira Street							
Nelspruit							
1200							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Surprise Mthombeni			CONTACT PERSON	Syandisa Dlomo		
TELEPHONE NUMBER	(013) 752 2200			TELEPHONE NUMBER	(013) 752 2200		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:SurpriseM@idt.org.za">SurpriseM@idt.org.za</a>			E-MAIL ADDRESS	<a href="mailto:SyandisaD@idt.org.za">SyandisaD@idt.org.za</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS</b>							

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE

SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

<sup>2</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.



## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE:

.....

## **AUTHORITY TO SIGN A BID**

### **A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

### **AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on .....20.....,

Mr/Mrs/Ms.....

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

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

.....

**SIGNATURE**.....

**DATE**.....

**C. PARTNERSHIP**

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

Full name of partner

Residential address

Signature

.....

.....

.....

.....

.....

.....

.....

.....

.....

We, the undersigned partners in the business trading as ..... hereby  
authorise .....to sign this bid as well as any contract resulting from  
the bid and any other documents and correspondence in connection with this bid and /or contract on behalf  
of

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

#### **D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION :** .....

.....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

## **E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

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

.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:** 1.....

2.....

## **F JOINT VENTURE**

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

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

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

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

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

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

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME).....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS:

.....

## **G. CONSORTIUM**

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

### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

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

Mr/Mrs/Ms.....

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

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

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



# FORM OF OFFER AND ACCEPTANCE

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

## **IDT-MPUN08-MDOE-TIDIMALO-OHS: QUOTATION DOCUMENT FOR PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY AGENT FOR THE CONSTRUCTION OF TIDIMALO PRIMARY SCHOOL ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION.**

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

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

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

.....  
..... Rand (in words); R ..... (in figures) **INCLUDING VAT**

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

Signature ..... Date .....

Name ..... Identity number .....

Capacity .....

#### **for the tenderer**

(Name and .....  
...  
address of  
organization) .....  
...

Name and  
signature  
of witness ..... ..

<b>NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer</b>
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# FORM OF OFFER AND ACCEPTANCE

## Acceptance

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

The terms of the contract:

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer or the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Date .....

Name .....

Identity number .....

Capacity .....

**for the  
Employer**

The Independent Development Trust (IDT)  
Absa Square  
20 Corner Paul Kruger and Ferreira Street  
Nelspruit  
1200

Name and .....

signature

of witness .....

Date .....