

## PART 3: STANDARD CONDITIONS OF TENDER

### 1 GENERAL

<b>Actions</b>	1	The Independent Development Trust, Independent Development Trust's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. The Conditions of Tender and the Tender Data shall not form part of any contract arising from this invitation to tender.
<b>Communication</b>	2	Each communication between the Independent Development Trust and a <i>tenderer</i> shall be to or from Independent Development Trust's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. <i>The Independent Development Trust takes no responsibility for non-receipt of communications from or by a tenderer.</i>
<b>Independent Development Trust's rights to accept or reject any tender</b>	3	The Independent Development Trust may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. The Independent Development Trust or Independent Development Trust's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. The Independent Development Trust reserves the right to accept the whole of any part of any tender.
	4	After the cancellation of the tender process or the rejection of all tenders the Independent Development Trust may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

### 2 TENDERER'S OBLIGATIONS

		The <i>tenderer</i> shall comply with the following obligations when submitting a tender and shall:
<b>Eligibility</b>	1	Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Evaluation Criteria.
<b>Cost of tendering</b>	2	Accept that the Independent Development Trust will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.
<b>Check documents</b>	3	Check the <i>tender documents</i> on receipt, including pages within them, and notify the Independent Development Trust's <i>Representative</i> of any discrepancy or omissions.
<b>Copyright of documents</b>	4	Use and copy the documents provided by the Independent Development Trust only for the purpose of preparing and submitting a tender in response to this invitation.
<b>Standardised</b>	5	Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which

<b>specifications and other publications</b>		are not attached but which are incorporated into the <i>tender documents</i> by reference.
<b>Site visit and / or clarification meeting</b>	6	Attend a site visit and/or clarification briefing meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. Details of the meeting are stated in the Tender Advert.
<b>Seek clarification</b>	7	Request clarification of the <i>tender documents</i> , if necessary, by notifying Independent Development Trust's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .
<b>Pricing the tender</b>	8	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .
	9	Show Value Added Tax (VAT) payable by Independent Development Trust separately as an addition to the tendered total of the prices.
	10	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .
	11	State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Tender Data. The selected <i>conditions of contract</i> may provide for part payment in other currencies.
<b>Alterations to documents</b>	12	Not make any alterations or additions to the <i>tender documents</i> , except to comply with instructions issued by the Independent Development Trust's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
<b>Submitting a tender</b>	13	Submit a tender for providing the whole of the works, services or supply identified in the Terms of Reference unless stated otherwise as an additional condition.
	14	Submit the tender as an original plus and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
	15	Sign the original and all copies of the tender where indicated. Independent Development Trust will hold the signatory duly authorised and liable on behalf of the <i>tenderer</i> .
	16	Accept that Independent Development Trust will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.
		Note:

		Where tenders are sent via courier, Independent Development Trust takes no responsibility for tenders delivered to any other site than the tender office.  Independent Development Trust employees are not permitted to deposit a tender into the Independent Development Trust tender box on behalf of a tenderer.
<b>Closing time</b>	17	Ensure that Independent Development Trust has received the tender at the address and in the tender box.
	18	Accept that, if Independent Development Trust extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
<b>Tender validity</b>	19	Hold the tender(s) valid for acceptance by Independent Development Trust at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> .
	20	Extend the <i>validity period</i> for a specified additional period if Independent Development Trust requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent Independent Development Trust may allow for the effects of inflation over the additional period.
<b>Clarification of tender after submission</b>	21	Provide clarification of a tender in response to a request to do so from Independent Development Trust's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by Independent Development Trust's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by Independent Development Trust's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> .
<b>Submit bonds, policies etc.</b>	22	If instructed by Independent Development Trust's <i>Representative</i> (before the formation of a contract), submit for Independent Development Trust's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .
	23	Undertake to check the final draft of the contract provided by Independent Development Trust's <i>Representative</i> , and sign the contract all within the time required by these Conditions of Tender. The Independent Development Trust to sign and issue the contract.

## 2 INDEPENDENT DEVELOPMENT TRUST'S UNDERTAKINGS

		Independent Development Trust, and Independent Development Trust's <i>Representative</i> , shall:
<b>Respond to clarification</b>	1	Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .

<b>Issue Addenda</b>	2	If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, Independent Development Trust may grant such an extension and Independent Development Trust's <i>Representative</i> shall notify to all tenderers of the extension.
<b>Return late tenders</b>	3	Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.
<b>Tender opening</b>	4	Open the tenders in the presence of the <i>tenderers'</i> representatives who choose to attend at the time and place stated in the Tender Data.
<b>Non-disclosure</b>	5	Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.
<b>Grounds for rejection</b>	6	Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.
<b>Disqualification</b>	7	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement, gift or bribe to any person with a view to influencing the placing of a contract arising from this invitation to tender. Such tenderer may be restricted from doing business with the IDT and/or the State.
<b>Test for responsiveness</b>	8	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• Is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	9	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in Independent Development Trust's opinion would: <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change Independent Development Trust's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	10	Reject a non-responsive tender.
<b>Arithmetical errors</b>	11	Check responsive tenders for arithmetical errors, correcting them as follows:

		<ul style="list-style-type: none"> <li>Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>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 <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	13	Evaluate responsive tenders in accordance with the procedure stated in the Evaluation Criteria. The evaluated tender price will be disclosed only to the relevant Independent Development Trust tender committee and will not be disclosed to <i>tenderers</i> or any other person.
<b>Clarification of a tender</b>	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
<b>Acceptance of tender</b>	15	Notify the Independent Development Trust's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between Independent Development Trust and the successful <i>tenderer</i> .
<b>Notice to unsuccessful tenderers</b>	16	After the successful <i>tenderer</i> has acknowledged Independent Development Trust's notice of acceptance, unsuccessful tenderers must consider their tenders unsuccessful if not contacted within the expiry of the validity period.
<b>Prepare contract documents</b>	17	<p>Revise the contract documents issued by Independent Development Trust as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> <li>Addenda issued during the tender period,</li> <li>inclusion of some of the <i>tender returnables</i>, and</li> <li>Other revisions agreed between Independent Development Trust and the successful <i>tenderer</i>, before the issue of the Independent Development Trust's notice of acceptance (of the tender).</li> </ul>
<b>Sign Contract</b>	18	Arrange for authorised signatories of both parties to complete and sign the original contract. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
<b>Provide copies of the contracts</b>	19	Provide to the successful <i>tenderer</i> one of copy of the contract of the date of Independent Development Trust's acceptance of the tender.